

SPECIFICATIONS

**COLLECTION AND DISPOSAL OF
MUNICIPAL SOLID WASTE**

Department of Public Works
Solid Waste Division
City of Reading, Pennsylvania

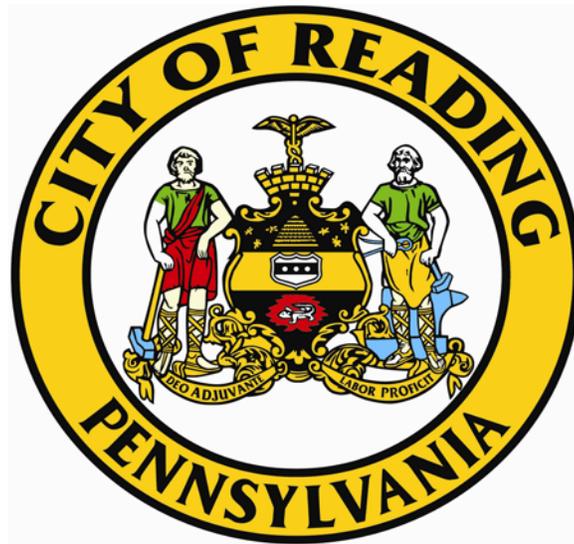


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NOTICE AND INSTRUCTIONS

CITY OF READING, PENNSYLVANIA

NOTICE TO CONTRACTORS

The City of Reading will receive sealed proposals in the Office of the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA, until 3:00 P.M., prevailing time on November 30, 2016, for Collection & Disposal of Residential Municipal Solid Waste from residential units with four (4) or fewer units and, to be bid separately, collection of yard waste and, to be bid separately, the collection of all public buildings, parks and litter containers as well as recycling.

Specifications and Proposal Forms for the above work can be obtained online at www.readingpa.gov.

There will be a mandatory pre bid meeting held on November 8, 2016, at 10:00 a.m. in City Council Chambers (815 Washington Street, 2nd Floor, Reading, PA). All prospective bidders must attend.

Each proposal shall be accompanied by bid surety in the amount of ten percent (10%) of the proposal. A certified check or bid bond will be accepted.

The City of Reading reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid that may not be in the public interest.

TAMMI REINHART
Purchasing Coordinator

INSTRUCTIONS TO BIDDERS

The City of Reading will receive sealed bids in the Office of the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA., until 3:00 P.M., prevailing time on November 30, 2016, for Collection & Disposal of Residential Municipal Solid Waste from residential units with four (4) or fewer units and, to be bid separately, collection of yard waste and, to be bid separately, the collection of all public buildings, parks and litter containers as well as recycling.

Specifications and Bid Forms for the above work can be obtained by emailing the Purchasing Coordinator at Tammi.Reinhart@readingpa.gov or downloading the specs from the City's website at www.readingpa.gov.

Each bid shall be accompanied by bid surety in the amount of ten percent (10%) of the bid. A certified check or bid bond will be accepted.

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

Employees shall not be discriminated against because of race, color, age, religion, sex or national origin.

The City of Reading shall provide public notification of this bid request through advertisement in the Reading Eagle and other media outlets it finds appropriate.

PROPOSAL SUBMISSION

Four copies of the Proposals shall be submitted on the "Proposal Forms" included in the specifications for the work, and shall be based on the specifications. Each proposal should be submitted in a sealed envelope, and shall plainly indicate on it the title of the proposal, and the date for receiving the bid. The City of Reading also **requires** an electronic copy of the proposal to be included in the sealed envelope. This shall be delivered to the City Purchasing Coordinator on or before the time stated in the NOTICE TO CONTRACTORS.

Bids received at the Office of the Purchasing Coordinator after the hour specified, will not be considered. Bidders are invited to be present at the opening of bids.

BONDS

Bid security, in the amount of ten percent (10%) of the bid price shall accompany each proposal. This bid security may be a Certified or Cashier's Check, or a bid bond furnished by a surety company, satisfactory to the City of Reading. The successful bidder, upon award of contract, shall furnish at the time of execution of the same, a Payment and Performance Bond by a surety company acceptable to the City of Reading, in an amount equal to ONE HUNDRED PERCENT (100%) of the contract, to guarantee satisfactory performance. All bonds are subject to approval by the City Solicitor.

In case the contract is awarded to a bidder who fails to enter the contract or to deliver all required bonds and affidavits, the cash or check deposited shall become absolute property of the City; or if a bond has been deposited, it shall become payable immediately. Cash, checks or bonds deposited will be returned to unsuccessful bidders as soon as the contract is awarded, or all bids rejected.

INSURANCE

The Contractor, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Contractor in the work to be performed by the Contractor is that of any independent Contractor and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his sub-contractors, agents, or employees have been negligent, and the Contractor shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Contractor shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Contractor's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Contractor shall maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's liability insurance shall be in the names of the Contractor and the City, as their respective interests may appear. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Business Automobile Liability – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Worker’s Compensation – Statutory limits in each state in which Service Provider is required to provide Worker’s Compensation coverage including “All States” and “Voluntary Compensation” endorsement, and a Waiver of Subrogation endorsement in favor of the County.

Employer’s Liability – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: ***City of Reading, 815 Washington Street, Reading, PA 19601***. All policies shall be in effect with companies holding an A.M. Best rating of “A-” or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles."

Liability insurance shall include the hazard of collapse, damage to underground utilities, underground blasting, and excavation.

Prior to any blasting which may be required, blasting insurance shall be obtained by the Contractor in an amount satisfactory to the City Engineer.

Liability insurance shall include the hazard of building collapse and of damage to adjoining properties and/or to individuals located within or adjacent to each project site.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

DAMAGE/INJURY

The Contractor shall be responsible for any damage and/or injury by the chemicals used and services performed. Successful vendor will be required to sign a Hold Harmless Agreement as included.

WAGES AND EMPLOYMENT REQUIREMENTS

Each bidder shall agree to the employment of local labor if awarded the contract for this work.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

SUPERVISION OF WORKERS

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subcontractor, as approved, shall be bound by the conditions of the contract between the City and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

QUALITY

Where a bid is asked for a certain article or "Approved Equal" and the bidder intends to furnish an article which the bidder considers equal to the one named, the bidder must specify in the bid the name and grade of said article. All disputes concerning grade and quality of materials or work shall be determined by a person duly authorized by the Director of Public Works.

TIME OF COMPLETION

The bidders are herewith cautioned that the time of completion indicated in their proposal must be complied with. To insure timely completion, the successful bidder will be required to furnish adequate equipment, and qualified personnel in sufficient numbers at all times.

Where a date is set for delivery of materials or the performance of work, said materials must be delivered, or work performed, in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party will be canceled and awarded to the next lowest responsible bidder.

PERMITS/LICENSES/TAXES

The Contractor shall, at his expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

BASIS OF PAYMENT

All prices to be quoted F.O.B. Reading, PA destination. The City of Reading is tax exempt.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

MANDATORY PRE-BID MEETING

There will be a mandatory pre-bid meeting for this project. The meeting will be held on November 8, 2016 at 10:00 a.m. in City Council Chambers located at 815 Washington Street, 2nd Floor, Reading, PA. To facilitate the clarification of requirements, bidders are required to submit questions in writing, by 2:00 P. M. on November 17, 2016. Any interpretation made to prospective bidders will be expressed in the form of an addendum which, if issued, will be conveyed in writing to all prospective bidders no later than November 23, 2016.

WITHDRAWAL OF PROPOSALS/BIDS

Bidder will be given permission to withdraw any proposals after they have been received by the City's Purchasing Coordinator at his/her office, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No bids may be withdrawn for a period of ninety (90) days following the formal opening and receipt of bids by the City of Reading.

After a bid has been opened, it may not be withdrawn except as provided by Act of
Collection and Disposal of Municipal Solid Waste and Recycling
City of Reading
2016

January 23, 1974, P.L. 9 No. 4 as same may be amended.

AWARD

The City may, in those cases where an individual or company with headquarters in the City submits a bid which is within ten (10%) percent of the lowest bid, award the contract to said individual or company.

BID REJECTION

The City of Reading reserves the right to reject any or all bids and to accept or reject any part of any bid. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City on form as included within the bidding documents for the appropriate bonds, indemnities and insurances required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons.

All attachments are considered as part of this document.

METHOD OF PAYMENT

Payment for all acceptable services provided by the successful contractor will be made within sixty (60) days of invoicing. Invoices are to be submitted to Accounts Payable, 815 Washington Street, Rm. 2-51, Reading, PA 19601. The City of Reading is tax exempt.

NOTICE TO PROCEED

The Contractor shall begin work on the job on January 1, 2017.

DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is

completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The contractor is not adequately complying with the specifications.
3. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
4. The contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
5. The contractor refuses to proceed with work when and as directed by the City.
6. The contractor abandons the work.

Contractors who have questions concerning various aspects of this Contract should contact the following persons:

QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS

To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications of the bid process. Such questions shall be submitted to the Purchasing Coordinator in writing by 2 P.M., November 17, 2016. Responses to questions shall be issued to all bidders in the form of a written addendum no later than November 23, 2016.

Tammi Reinhart
Purchasing Coordinator
815 Washington Street, Room 2-45
Reading, PA 19601-3690
(610) 655-6427 – FAX
tammi.reinhart@readingpa.gov

DOCUMENTS TO BE SUBMITTED WITH BID

PROPOSAL
FOR
TRASH REMOVAL SERVICES

CITY OF READING, PENNSYLVANIA

Proposal of

(name)

(address)

Honorable Wally Scott, Mayor
City of Reading
815 Washington Street
Reading, PA 19601

Dear Mayor Scott:

In conformity with City Plans and specifications, all as prepared by the Department of Public Works and after an examination of the site of the work, and the Contract Documents, including the instructions to Bidders, Form of Proposal, Bid Bond and Conditions, the undersigned submits this proposal, and encloses herewith as proposal guaranty, a Certified or Treasurer's Check, or Bid Bond, in an amount not less than ten percent (10%) of the bid herein submitted, which it is understood will be forfeited if this proposal is accepted by the City of Reading, and the undersigned fails to furnish approved bonds and execute the contract within the time stipulated; otherwise, the guarantee will be returned.

The undersigned declares that no Member of Council, Director of Department, Division Manager, deputy thereof or clerk therein, or other officer of the City of Reading, is directly or indirectly interested as principal, surety of otherwise in this proposal or in the performance of the contract work or business to which it is related, or in any portion of the profits thereof.

It is certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm, or corporation.

It is hereby agreed to execute the contract and furnish surety company bonds, on the forms enclosed in the Contract Documents, in the amount of one hundred percent (100%) of the contract price within ten (10) days of mailing of the contract documents from the City to the Principal, and to begin work within ten (10) days after receipt of Notice to Proceed from the City of Reading.

COLLECTION & DISPOSAL OF RESIDENTIAL MUNICIPAL SOLID WASTE FROM RESIDENTIAL PROPERTIES WITH FOUR (4) OR FEWER UNITS ALL PUBLIC BLDGS., PARKS, & LITTER BASKETS AS WELL AS RECYCLING.

Bid Item B-1A		
Curbside Trash Collection		
\$ / Unit / Year	Est. # of Units	Total Bid Price
	20,657	

Bid Item B-1B		
Curbside Trash Collection & Recycling		
\$ / Unit / Year	Est. # of Units	Total Bid Price
	N/A	

OPTIONS:

Bid Item B-2A		
Public Buildings & Properties		
\$ / Unit / Year	Est. # of Units	Total Bid Price
	N/A	

Bid Item B-2B		
Litter Containers		
\$ / Unit / Year	Est. # of Units	Total Bid Price
	N/A	

Bid Item B-3		
Seasonal Yard Waste		
\$ / Unit / Year	Est. # of Units	Total Bid Price
	N/A	

Recycling: Bid Item # B4	Annual Fee		
Zone	\$ / Unit / Year	Est. # of Units	Total Bid Price
Zone # 1 to 5		26,645	

Bid Item # B5 Combined (Total)	Annual Fee		
Zone	\$ / Unit / Year	Est. # of Units	Total Bid Price
B1A, B2A, B2B, B3, B4		N/A	

Bid Item #B6	
Education Program	
Mailing (flyers) (1/yr minimum)	
P. S. Announcements (12/yr minimum)	
Council Presentation (2/yr minimum)	
Event Hosting (1/yr minimum)	
TOTAL	

Please indicate the disposal site to be used during the life of this contract:

Please indicate the processing facility/s to be used during the life of this contract:

IN WITNESS WHEREOF, this proposal has been executed this _____ day of _____
A.D. 20 __.
by the setting hereunto of his or its hand and seal.

FOR INDIVIDUAL:

_____(Seal)

FOR CORPORATION:

(Name of Corporation)

By:

(Official Title)

Attest:

(Secretary or Asst. Secretary)

FOR PARTNERSHIP:

(Name of Partnership)

By:

_____(Seal)

_____(Seal)

Partners

FORM OF BID BOND

BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,
_____, as Principal (the "Principal"), and
_____ a corporation organized and
existing under laws of the _____ of _____, as Surety (the
"Surety"), are held and firmly bound unto _____
as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of
_____ Dollars (\$_____), lawful money of the United States of
America, for the payment of which sum we bind ourselves, our heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Obligee to
perform the _____ Work in connection with the construction of
_____ pursuant to plans, specifications and other documents constituting the Contract
Documents which are incorporated into said Proposal by reference (the "Contract
Documents"), as prepared by the Department of Public Works, City Hall, 815
Washington Streets, Reading, PA 19601.

WHEREAS, it is a condition of the receipt and consideration by the Obligee of
said Proposal that it shall be accompanied by proposal guaranty to be held by the Obligee
on terms hereinafter set forth.

NOW, THEREFORE, the condition of this Bond shall be such that, if the
Principal, within ten (10) days after mailing of contract document by the City to
Principal, shall furnish to the Obligee a Performance Bond and a Payment Bond and,
upon award of a contract to him by the Obligee, shall execute and deliver the Agreement
and furnish to the Obligee proper evidence of effectiveness of insurance coverage,
respectively within the time, in the forms and in the amounts, as appropriate, required by
the Contract Documents, then this Bond shall be void, otherwise, this Bond shall remain
in full force and effect.

The Principal and the Surety agree to pay to the Obligees the difference between the amount of said Proposal, as accepted by the Obligees, and any higher amount for which the required work shall be contracted for by the Obligees, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Obligees by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; Provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Obligees should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Obligees, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Obligees shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Obligees the full amount of this Bond as liquidated damages.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20__.

(Individual Principal)

_____(Seal)
(Signature of Individual)

Witness:

Trading and Doing Business as:

(Partnership Principal)

_____ (Seal)
(Name of Partnership)

Witness:

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

By: _____ (Seal)
(Partner)

(Corporation Principal)

(Name of Corporation)

By: _____
(Officer or Auth. Rep.)

Title: _____

Attest:

By: _____

Title: _____

(CORPORATE SEAL)

Witness:

Signed _____

(Title)

Subscribed and sworn to before me on

this ___ day of _____, 20 ___

(Title)

My commission expires:

(Corporation Surety)

(Name of Corporation)

By: _____
** Attorney-in-fact

Witness:

(Corporate Seal)

**Attach an appropriate power of attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion affidavit must be executed by the member, officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____
(Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid or Bids;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,
- (6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

I state that _____ understands

(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading 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 the City of Reading of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

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

_____ My Commission Expires
Notary Public

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

- a) Name of Bidder: _____

- b) Permanent main office address: _____

- c) When organized: _____

- d) If a corporation, where incorporated: _____

- e) How many years have you been engaged in the contracting business under your present firm or trade name: _____

- f) Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.)

- g) Have you ever failed to complete any work awarded to you? If so, where and why?

- h) Have you ever defaulted on a contract? _____ If so, where and why?

- i) List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed.

- j) List your major equipment available for this contract:

- k) Describe experience in trash and recycling hauling and disposal work, services provided and products delivered similar in importance to this project on an

attached sheet.

- l) Background and experience of the principal members of your organization, including the officers.

- m) Credit available:

\$ _____

- n) Give Band

reference: _____

- o) Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City?

- p) (A) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality, or religion? _____

If you, give full details. _____

- (B) Have you ever been accused of discrimination based upon race, color, nationality, or religion in any action or legal proceeding including any proceeding related to any Federal Agency? _____ If so, give full details.

- q) The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by the "City of Reading" in verification of the recitals comprising this Statement of Bidder's Qualifications.

- r) Name, address, phone number, and contact person at surety company who will provide bonding for this contract:

s) Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract:

t) The undersigned hereby authorized any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

u) Location of closest office to Reading, PA: _____

v) What is the address of the facility this contract will be operated out of? _____

DATED at _____ this _____ day of _____.

(NAME OF BIDDER)

BY: _____

TITLE: _____

OTHER ITEMS

A listing of all company's equipment

List of references and all contracts held currently

CONTRACT DOCUMENTS

C O N T R A C T

NOTE; This contract is not to be filled in until contract is awarded.

THIS AGREEMENT, made and concluded this _____ day of _____, in the year two thousand and _____, by and between the City of Reading, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and _____, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the City of Reading, Pennsylvania.

WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows:

CONTRACTOR'S GENERAL AGREEMENT. The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing date of _____ and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, except as hereinafter otherwise provided, at his own cost, necessary or proper for the purpose of executing the work embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

PARTS OF CONTRACT. The Location Map; Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Documents to be Submitted During the Course of the Contract; Wage Rate Determinations; Notice of Preconstruction Requirements and Pre-Construction Conference Questionnaire; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; Supplementary Technical Specifications; and Correspondence and Supportive Documentation shall each form a part of the Contract.

THE CONTRACT SUM. The City shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: _____

_____ (state here the lump sum amount, unit prices, or both as desired in individual cases.)

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

TIME & MANNER OF DOING WORK. The party of the second part agrees to commence the construction of the work to be done under this contract, immediately upon receiving written notice from the Director of Public Works, or other applicable Director, so to do and to complete the entire work not later than Fifteen (15) Consecutive Working Days From Issuance Of Notice To Proceed, it being expressly agreed and understood that the time of beginning, rates of progress and time of completion of the work are essential under this contract. Time is to be considered to be the essence of this contract.

STIPULATED DAMAGES. The Contractor shall begin work within ten (10) days of receipt of written notice from the applicable Director, to do so. If the Contractor fails to complete and finish the work in conformity with the terms and provisions of this Contract within the time hereinbefore specified, he shall pay to the City the sum of Fifty Dollars (\$50) for each and every day thereafter, including Sundays and holidays, that the finishing of the Contract is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty and shall be deducted from the amount due by the terms of the Contract; provided, however, that in case of justifiable delay, the City shall extend the time for completion of said work as provided for in Article G.7, but no extension of time for any reason beyond the time fixed herein for the completion of the work shall be deemed a waiver by the City of the right to abrogate this Contract for abandonment for delay.

LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

BASIS OF CONTRACT. This contract is founded on _____

IN WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the party of the second part.

the day and year first above written.

CITY OF READING

By: _____
Mayor

ATTEST:

City Clerk

Signed and Sealed in the Presence of

CONTRACTOR

PRESIDENT

SECRETARY

PERFORMANCE BOND

Know All Men By These Presents that we, _____
(CONTRACTOR)

hereinafter called the PRINCIPAL, and _____
(SURETY)

hereinafter called the SURETY, a corporation organized and existing under the laws of
the _____ are held and firmly bound unto

_____ hereinafter called the OBLIGEE, as hereinafter

set forth, in the full and just sum of _____ Dollars

(\$ _____), lawful money of the United States of America, for the payment of
which sum we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain
PROPOSAL, dated _____, 20____, to perform the WORK for the OBLIGEE,
in connection with the _____
as set forth in CONTRACT DOCUMENTS.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of Act No.
385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the
Governor on December 20, 1967, known and cited as the "Public Works Contractors
Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made
to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the
PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become
binding upon the award of the CONTRACT to the PRINCIPAL by the OBLIGEE in
accordance with the PROPOSAL; and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this
BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided inter alia,
that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE
shall make an award to the PRINCIPAL, in accordance with the PROPOSAL, then the
PRINCIPAL and OBLIGEE shall enter into a CONTRACT with respect to performance
of the WORK, the form of which CONTRACT is set forth in the CONTRACT
DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be
that if the PRINCIPAL will truly and faithfully comply with and perform the WORK in
accordance with the CONTRACT DOCUMENTS, at the time and in the manner

provided in the CONTRACT DOCUMENTS, and if the PRINCIPAL shall satisfy all claims and demands incurred in or related to the performance of the WORK by the PRINCIPAL, and if the PRINCIPAL shall indemnify completely and shall hold harmless the OBLIGEE and all of its officers, agents and employees from any and all costs and damages which the OBLIGEE and all of its officers, agents and employees may sustain or suffer by reason of the failure of the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE and all of its officers, agents or employees may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall remain in force and effect.

This BOND, is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed 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 WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, 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 waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this _____ day of _____, 20____.

(Individual Principal)

_____(SEAL)
(Signature of Individual)

Witness:

Trading And Doing Business As

(Partnership Principal)

(Name of Partnership)

Witness:

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

_____ By _____(SEAL)
Partner

(Corporation PRINCIPAL)

(Name of Corporation)

*By: _____
(Officer or Authorized Representative)

Title: _____

Attest:

By: _____

Title: _____

(Corporate Seal)

Witness:
/s/ _____

*Attach appropriate proof, dated as of the same date as the BOND evidencing authority to execute in behalf of the Corporation.

(Corporate SURETY)

(Corporate Seal)

(Name of Corporation)

Witness:

By: _____

** Attorney-in-Fact

** 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 in behalf of the Corporation.

PAYMENT BOND

Know All Men by These Presents That We, _____ (contractor) hereinafter called the PRINCIPAL, and _____ (SURETY) hereinafter called the SURETY, a corporation organized and existing under laws of the _____ of _____ are held and firmly bound unto _____, hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of _____ dollars (_____), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Witnesseth That:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated _____, 20 __, to perform the WORK for the OBLIGEE, in connection with the

_____ as set forth in the CONTRACT, DOCUMENTS; and _____ Public Affairs, City of Reading, Pennsylvania.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the "Public Works Contractors" Bond Law of 1967", P L 869 (the Act"): and

WHEREAS, the Act, in section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become binding upon the award of a CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL: and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided, inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the PROPOSAL then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assignees of the PRINCIPAL and of any such SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full all money which may be due any claimant supplying labor or materials in the prosecution

and performance of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the PRINCIPAL or to any SUBCONTRACTOR of the PRINCIPAL in the prosecution of the WORK covered by the CONTRACT DOCUMENTS, including any amendment, extension or addition thereto. The term "claimant", where used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the WORK covered by the CONTRACT. As required by the Act, the provisions of this BOND shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the CONTRACT DOCUMENTS.

As provided and required by the Act, the PRINCIPAL and the SURETY agree that any claimant, who has performed labor or furnished material in the prosecution of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the last day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this BOND, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that:

(a) Any claimant who has a direct contractual relationship with any SUBCONTRACTOR of the PRINCIPAL, but has no contractual relationship, express or implied, with the PRINCIPAL, may institute an action upon this BOND only if such claimant first shall have given written notice, served in the manner provided in the Act, to the PRINCIPAL, within ninety (90) days from the date upon which such claimant performed in the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the WORK was performed or to whom the material was furnished; and

(b) No action upon this BOND shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and

(c) Every action upon this BOND shall be instituted either in the appropriate court of the County where the WORK is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the PROJECT, to which the CONTRACT relates, is situated, and not elsewhere.

This BOND is executed and delivered under and subject to the Act, to which

reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, 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 waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the PRINCIPAL is a foreign corporation (incorporated under the laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this BOND are and shall be that the PRINCIPAL or the SURETY shall not be discharged from liability on this BOND, nor this BOND surrendered until such PRINCIPAL files with the OBLIGEE a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said PRINCIPAL or any foreign corporation,

SUBCONTRACTOR thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L 493, of the Commonwealth of Pennsylvania.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this _____ day of _____, 20 __.

(INDIVIDUAL PRINCIPAL)

_____(Seal)
(Signature of Individual)

WITNESS:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

(Name of Partnership)

WITNESS:

_____ By: _____
Partner

_____ By: _____
Partner

_____ By: _____
Partner

_____ By: _____
Partner

(CORPORATION PRINCIPAL)

(Name of Corporation)

By: _____
(Officer or *Authorized Representative)

ATTEST:

By: _____

Title: _____

(Corporate Seal)

Witness:

/S/ _____

*Attach appropriate proof, dated as of the same date as the BOND, evidencing authority to execute in behalf of the Corporation.

(CORPORATION SURETY)

(Corporate Seal)

(Name of Corporation)

Witness:

Asst. or Secretary

By: _____
** Attorney-in-Fact

** 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 in behalf of the Corporation.

STATEMENT ACCEPTING PROVISIONS OF WORKERS' COMPENSATION ACT

STATE OF _____

ss.

COUNTY OF _____

The undersigned contractor has accepted the provisions of the Workers' Compensation Act of Pennsylvania, with all supplements, and has insured liability thereunder in accordance with the terms thereof with the insurance company whose signature is attached hereto.

For Individual

_____(SEAL)

For Corporation

(Name of Corporation)

By:_____
(Official Title)

Attest:_____
(Secretary or Asst. Secretary)

For Partnership

(Name of Partnership)

By:_____(SEAL)

_____(SEAL)
(Partners)

(Name of Insurance Company)

By:_____
Attorney-in-Fact

STIPULATION AGAINST LIENS

WHEREAS, _____, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated _____, 20____, with _____ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this _____ day of _____, 20____.

(SEAL)

(CITY OF READING)

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

(SEAL)

(CONTRACTOR)

ATTEST:

BY: _____

TITLE: _____

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated _____, 20 __, providing for the

City of Reading, Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, _____, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said _____ by the City of Reading, receipt whereof is hereby acknowledged, the said _____ agrees to indemnify and save harmless the CITY OF READING, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this ____ day of _____, 20__.

By: _____

Title: _____

ATTEST:

(Title)

NOTICE TO PROCEED

TO:

Project _____

Contract No. _____

Amount of Contract _____

You are hereby notified to commence work on the referenced contract on or before _____, 20____, and shall fully complete all of the work of said contract within _____ consecutive calendar days thereafter. Your completion date is therefore _____, 20____.

The contract provides for an assessment of the sum of \$ _____ as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this _____ day of _____, 20____.

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of foregoing Notice to Proceed is hereby acknowledged

By _____

this _____ day of _____, 20____.

By _____

Title _____

TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR THE COLLECTION & DISPOSAL OF MUNICIPAL SOLID WASTE:

The City of Reading (City) and the Contractor will enter into a Contract under which the bidder will perform the services outlined in this specification beginning January 1, 2017 expiring December 31, 2020, with two (2) one (1) year options for extension of this contract, at the City's discretion.

The service period shall be issued by the Director of Public Works and shall expire on December 31, 2020. The City reserves the right to extend the contract for a period of up to two (2) one (1) year renewals, and may negotiate an increase to the contract price for each year. The increase shall not be greater than the Consumer Price Index, for urban consumers, Northeast Urban, size C average all items as published in the monthly labor review by the US Department of Labor, over the average price of the first three years or for the prior year, whichever is less.

The City of Reading will consider only those bids received from parties whose names are recorded by the City as having secured Contract Documents for this contract. Contract Documents are not transferable to other parties for bidding purposes. Bids received from parties whose name(s) are not recorded by the City as having secured documents for this contract, will be rejected.

The bid price(s) shall cover all costs of any nature incidental to or growing out of the work, including labor, material, equipment, transportation, disposal and all else necessary to perform and complete the work in the manner and within the time specified, all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the work, and any additional expenses for unforeseen difficulties encountered, for settlement of damages, and for replacement of defective work and materials.

The work includes the furnishing of all labor, collection, hauling, and disposal and providing the maintenance and insurance on a sufficient number of self-propelled packer-type vehicles, and all other equipment required for the prompt and efficient collection and disposal of all municipal solid waste including yard waste, contracted through this specification.

Reports

All reports shall be due within ten (10) working days from the end of the month and be submitted with the monthly billing. The reports shall be printed on the Contractor's letterhead and be signed by the Contractor or authorized representative. At a minimum, the reports shall include:

1. Summaries of tonnages of all refuse collected including daily weight receipts by material type.
2. Number, type of complaints received and corrective action taken.

The Contractor shall maintain for the City, accurate records, in a format approved by the City, indicating the tonnage of municipal solid waste, yard waste (if applicable) and recyclables (if applicable) collected and disposed under this contract. These records shall be kept on a daily, cumulative weekly, cumulative monthly and cumulative annual basis and shall be submitted to the City on a monthly basis along with invoices. The City reserves the right to inspect such records and the record keeping procedures at any time during normal business hours.

By January 31st of each year, the Contractor shall provide an annual report with the previous year-end evaluation of the program and setting performance goals for the following Contract year.

Statement of Qualifications

Bids will only be accepted from Bidders who are actively engaged in the collection of solid waste. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully and responsibly any previously contract with the City.

All Bidders shall submit with their proposal, a description of all equipment to be used in the performance of the proposed contract. Each Bidder must specify the number and type of all collection truck bodies, cabs and chassis and other equipment.

Summary of firm's identification, General Qualifications, Bid Forms, Statement of Public Disclosure, Bid Bond and Non Collusion Affidavit shall be submitted with bid, on Bid Forms B-1 through B-6 attached to this specification.

TECHNICAL REQUIREMENTS

Introduction

The City of Reading intends to retain the services for the collection, hauling and disposal of municipal solid waste, bulky waste, recycling (if applicable), and yard waste (if applicable) from residential properties, generally with four (4) or fewer units, litter baskets and Public Buildings, Parks and Playgrounds within the corporate limits of the City of Reading.

Bid Options:

Bid Item #B-1A

Limited Curbside Trash Collection:

The unit bid and contract price for this item shall include all labor, materials and equipment needed to collect curbside trash at a maximum of four (4) 55 gallon trash bags or containers and one (1) bulky waste item, per unit, per week, including disposal costs from all properties with four (4) or fewer residential units, on a weekly basis. The Contractor shall compute an annual per unit price based on a once a week, curbside collection.

The City will be divided into five (5) zones for collection with a total of approximately 20,657 units. All zones will be included in one contract award.

Zone No.	Collection Day
1	Monday
2	Tuesday
3	Wednesday
4	Thursday
5	Friday

At the end of each month the actual number of units will be calculated. The calculated amount of units will be multiplied by the unit price to determine the monthly invoice amount.

Bid Item #B-1B

This bid item B-1B is a combination of Bid Item B-1A and B-4.

Bid Item #2

Public Buildings, Properties and Litter Containers:

A. Public Buildings and Properties:

The unit bid and contract price for this item shall include all labor, materials and equipment needed to collect municipal solid waste weekly from the following Public Buildings and Properties:

- a. City Hall
- b. Litter containers from Forty four (44) parks and Playgrounds as outlined in Exhibit B.
- c. Fire Companies (6)
- d. Reading Public Libraries (4)
- e. Public Works Center
- f. Twelve (12) Parking Lots - Reading Parking Authority
- g. Water Bureau Storage Yard – Kutztown Road

- h. Waste Water Treatment Plant
- i. And other listed locations

B. Litter Containers:

The unit bid and contract price for this item shall include all labor, materials and equipment necessary to collect weekly bagged refuse from a maximum of 450, 45 gallon, litter containers. The City shall supply and install a maximum of 450 litter containers in a variety of locations throughout the City. The Contractor shall provide and install a new plastic garbage bag liner for each container after each collection.

Bid Item #3

Seasonal Yard Waste Collection:

The unit bid and contract price for this item shall include all labor, materials and equipment needed to collect curbside unlimited yard waste for compost, per unit, from all properties with four (4) or fewer residential units. This option shall be provided only to those residents that reside within one of the five designated zones as described in this contract.

The Contractor shall collect yard waste based on the seasonal schedule set by the City. Collection is pending seasonal weather conditions. For the purpose of collection, the Contractor shall either operate or have access to a compost processing facility. This service will be offered to all residents eligible to participate in the City recycling program. The Contractor shall provide guidelines for residents to set out yard waste for collection.

The Contractor shall compute an annual per unit price based on a once per week collection schedule.

A Unit is defined as a property with 4 or fewer dwelling units.

Bid Item #4

The unit bid and contract price for this item shall include all labor, materials and equipment needed to collect single stream recyclables per unit, including disposal costs from all properties with four (4) or fewer residential units. The contractor shall complete an annual per unit price based on a once per week recyclables curbside collection.

The City is divided into the same as trash collection five (5) zones for collection with a total of approximately 26,645 units. All zones to be included in one contract award.

Bid Item #5

This is a combination of Items B-1A, B-2A, B-2B, B-3, and B-4.

Bid Item #6

The Contractor will begin an extensive education program encouraging the recycling of materials and discouraging the placement of waste in the public right-of-way at all times except during the collection period. The extensive education program shall at minimum include a monthly public service announcement (PSA) through the local newspaper, and two local TV stations. It shall also include a yearly written door hanger be placed on every property in the City with four (4) or less units. Additionally, it shall include two (2) Council presentations/yr and at least one (1) event hosting per year. Each PSA and door hanger notification shall be preapproved by the City prior to release to the public.

C. Unit Adjustment

1. The City may add or delete units by notifying the Contractor.
2. Contractor will begin service of the additional unit upon the next calendar day following receipt of notice. Each unit so added shall be subject to the Agreement as of the effective date.

D. General

1. Type of Waste to be Collected:

The work to be performed under this contract consists of the collection of municipal solid waste, bulky waste, white goods, large items (possibly trash containers/recyclables and yard waste) from properties outlined in this specification, within the corporate limits of the City of Reading and transportation of same to the disposal site designated by the contractor. All disposal costs must be paid directly to the owner/operator of the disposal site by the Contractor.

This specification excludes the collection of trade and hazardous wastes. This specification also includes yard waste, but only if the yard waste content is more than one tenth (1/10) of a bag.

One bulky waste item will be collected from each residential unit on a weekly basis except those containing Freon. Furniture, mattresses, storm sashes, screens, rugs, porcelain household fixtures which are not cast iron and other bulk municipal solid waste, will be collected on the regular collection days throughout the year. This includes construction debris limited to one container or bundle of lumber or plaster cut into three-foot lengths and weighing less than seventy (70) pounds. Additionally, appliances including refrigerators or freezers, and air-conditioners containing Freon will be collected under the bulky waste item provisions provided that the freon is properly removed (recovered) from the appliance by a certified technician. Verification, in the form of a tag or sticker, that the Freon has been recovered must be provided by the technician and accompany the appliance. The tag or sticker must contain, at a minimum, a signed statement that includes the name and address of the person who recovered the refrigerant, and the date that the refrigerant was recovered. Freon recovery from such items will be at the expense of the resident. The Contractor is not permitted to collect any Freon-

containing appliance unless the appropriate verification is affixed to the appliance.

The Contractor shall adhere to the following procedure for any rejections of solid waste or bulky item. The Contractor shall document any rejected materials. The hauler shall report in writing to the City by 7:30 A.M., the day following the offense, all rejections, or the item shall be considered as a missed collection.

The Contractor shall reject the following:

- a. Tires
- b. Hazardous waste
- c. Automotive parts containing fluids
- d. Construction debris over 70 pounds
- e. Other items as approved by the Solid Waste Manager

2. Collection Locations

Materials listed for collection under this specification shall be placed for receipt by the Contractor on the curb directly in front of the property where the material was originated, as required by City ordinance, unless otherwise described herein.

3. Additional Services

The Contractor must provide special collection services, as are requested directly by the City. These services shall include special collection locations and special pickups, which may be requested directly by the City. All arrangements for these special services will be made directly between the resident and the City of Reading. In the event of non-payment, such special services may be terminated. However, the curbside trash services will continue for such address.

4. Collection Equipment:

a. Performance:

All materials collected under this contract shall be collected in vehicles which are licensed by the Commonwealth of Pennsylvania, Act 90, Waste Transportation Safety Program.

The Contractor shall provide a sufficient number of collection vehicles to properly maintain collection schedules. In addition, the Contractor shall have sufficient back-up capability in case of breakdown and adequate repair facilities so that broken-down equipment can be repaired to insure no delay or hindrance to collection operations.

b. Vehicle Condition & Appearance:

Equipment shall be clean and neatly painted and each unit shall be plainly identified with the name and address of the Contractor, in compliance with Pennsylvania Department of Environmental Protection (PADEP) sign coverage requirements.

5. Collection Practices

The Contractor shall provide for each collection unit a minimum crew as deemed necessary to effect an efficient, safe, and sanitary operation.

Each collection truck shall be provided with a shovel and a broom with which to pick up any spillage of waste.

All municipal solid waste shall be collected by the Contractor. The collectors or throwers shall clean up any spillage of waste caused by them.

The Contractor is responsible for the following tasks:

- a. Pick up wastes which are spilled on public streets or sidewalks, as directed by the City.
- b. Replace waste containers to the location where the resident placed it.
- c. Waste containers shall not be thrown, after emptied. A penalty in the amount of \$ 50.00 per occurrence will be deducted from monthly invoices, for this violation.

Ownership of municipal solid waste:

All materials shall be owned by, and be the responsibility of the occupants of the residential properties (residents), or the City, for City facilities, until they are collected by the Contractor. These materials become the responsibility of the Contractor upon the Contractor's acceptance and collection of said items.

Immediately upon the Contractor's loading municipal solid waste into any collection vehicles, ownership of such material shall be vested in the Contractor and it shall become the Contractor's responsibility to transport, handle, dispose of, and process materials of every nature according to this specification.

The City reserves the right to spot check collection vehicles, to inspect their contents and to accompany contractor on the routes.

6. Local Office

The Contractor shall maintain a local office and the operating center serving this contract within thirty (30) miles of the City of Reading with telephone service from 7 a.m. to 5 p.m. Monday to Friday and 7 a.m. to 5 p.m. on Saturday, (designated for pick up due to holiday) except holidays.

7. Personnel: Hiring, Type, Location of Residence, and Supervision

The Contractor will hire qualified personnel to perform the tasks necessary to collect successfully the recyclable materials detailed in this ITB. Such qualifications shall be prepared by the Contractor and submitted to the City for approval.

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to resolve said directives shall be sufficient cause to give notice that the Contractor is in default of the contract.

8. Hours of Collection:

Collections shall be made between the hours of 6:30 am and 8:00 pm Monday through Friday and 6:30 am and 8:00 pm on Saturdays (designated for pick up due to a holiday). No collection shall be permitted on Sunday.

The Contractor shall be required to perform collection service daily except Saturdays, Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Saturday and Sunday, the Contractor's holiday will coincide with the standard City schedule.

Whenever a scheduled collection falls on a holiday, that day's collection and all the remaining collections for the week will be delayed one day. Friday's collection will be made on Saturday.

Contractor shall not collect municipal solid waste or recyclables between the hours of 7:30 am to 9:00 am and again between the hours of 4:00 pm and 5:30 pm on the following streets:

1. Schuylkill Avenue
2. North 4th Street, South of Buttonwood Street
3. North 5th Street, South of Buttonwood Street
4. Perkiomen Avenue
5. Buttonwood Street, West of 4th Street
6. Washington Street
7. Walnut Street
8. Penn Street
9. Mineral Spring Road

9. Collection Routes - The Contractor shall be required to submit basic route information such as the number of collection routes per collection zone and route identification information (street names). This information shall be supplied to the Director of Public Works sixty (60) days prior to the commencement of the Contract. Any subsequent changes occurring during the Contract to these collection routes shall be provided to the Solid Waste Manager.

The Contractor shall be responsible for notifying the City and customers through the use

of radio, newspaper, television or direct mailers of any approved changes to the schedule.

All collections shall be made regardless of collection conditions unless authorization to suspend and/or cancel collection is obtained authorization may be verbal, but the request from the Contractor shall be confirmed in writing to the Solid Waste Manager within one (1) business day of the verbal request. Suspended collections shall be resumed as directed by the Solid Waste Manager. Cancelled collections shall be made according to the stated holiday schedule and procedures. The final decision about suspension and/or cancellation shall be made by the Solid Waste Manager.

The Contractor will not be subject to deductions for non-collection of abnormal or additional debris in the event of hurricane, flood, riot, or other disaster, or for decisions to alter, suspend or cancel collections as long as such decisions were made with the approval of the Solid Waste Manager.

10. Employees Standard of Conduct

Collection personnel shall be required to be uniformly dressed. Each employee shall have a shirt of uniform construction and quality that identifies that he/she works for the Contractor and provides for the safety of the employee when at work. In addition, safe footwear shall be required to be worn at all times when collecting recyclable materials. The type of safe footwear shall be determined by the Contractor.

All work must be performed in a quiet and orderly manner and shall not interfere with the safe passage of pedestrian or vehicular traffic.

The Director of Public Works, may impose a penalty as set forth in this specification for any of the following offenses by employees of the Contractor during working hours including, but not limited to:

- a. Intoxication
- b. Use of loud, profane, vulgar, or obscene language
- c. Soliciting gratuities or tips from the public for services to be performed as part of this Contract.
- d. Refusal to collect or handle municipal solid waste as herein required.
- e. Wantonly or maliciously scattering or spilling of municipal solid waste.
- f. Wanton, willful, or reckless disregard of public safety or sanitary requirements.

City shall have sole decision as to what offenses violate this clause.

Should the Contractor's employees or agents destroy or damage metal or plastic solid waste containers, the Contractor agrees to reimburse residents in the City's collection for the replacement of the receptacles with those of equal value, up to a maximum of \$ 15. The Director of Public Works shall make the final determination in any dispute over such complaints.

Should the Contractor's employees or agents destroy or damage metal or plastic solid waste containers, the Contractor agrees to reimburse residents in the City's collection program for the replacement of the receptacles with those of equal value, up to a maximum of \$20. The Director of Public Works shall make the final determination in any dispute over such complaints.

11. Missed Collections:

The Contractor shall implement the following procedure for missed collections. The City shall email complaint forms to the Contractor immediately for missed regular collection of municipal solid waste, and the Contractor shall collect the missed unit by the end of the same day. Complaints received after 4 p.m., shall be emailed to the Contractor and shall be collected within 24 hours.

12. Disposal

Municipal solid waste and bulk items collected by the Contractor must be deposited at approved facilities which have a current permit issued by the PADEP or, if outside Pennsylvania, is certified and has a current permit to operate from the state in which it is located and approved to receive waste from Pennsylvania. The Contractor must notify the City in writing of any disposal site to be utilized hereunder seven (7) days prior to the use thereof.

Costs incidental to the disposal of municipal solid wastes, collected under this contract, are the responsibility of the Contractor.

The Contractor has the total responsibility of municipal solid waste and recyclables, disposal and shall bear any and all costs incurred, regardless of cause.

Should the per ton disposal fees currently imposed by the State of Pennsylvania, increase or decrease, the City shall make an adjustment to the Contract price. The adjustment shall be deducted or added to the Contract cost quarterly based on the actual solid waste tonnage disposed.

PERFORMANCE REQUIREMENTS

A. General

The Contractor shall meet or exceed the performance standards established in this section for collection and disposal of municipal solid waste on a weekly basis. These standards shall correlate with a system of Contract deductions against the Contractor for failure to meet the standards. The penalty for each category will be applied and deducted from the monthly Contract price if the standard is not met.

B. Payment for Services:

The Contract Fee charged by the Bidder for the services outlined in this specification, shall be no more than the bid price. This fee shall be bid inclusive of all costs.

Contractor shall invoice the City monthly and request compensation for work completed within the billing period. A summary of all municipal solid waste collected during this billing period and a copy of all weight slips for municipal solid waste must be attached.

If the City fails to make any payments due to the Contractor for services and expenses within 60 days after receipt of each properly documented and authorized invoice, the amounts due to the Contractor will increase at the rate of 1% per month from said 60th day.

Monthly invoices shall be 1/12 the annual price less any performance indicator deductions.

C. Defaults and Remedies:

The following events of default will affect each of the parties involved in this Contract.

1. An assignment or proposed assignment by the Contractor for the benefit of creditors or a composition agreement with all or a material part of its creditors; or the appointment of a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, for the Contractor or any of its assets or revenues; or any proceeding commenced in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Contractor.
2. Failure to satisfy the commencement requirements set forth in this specification within ninety (90) days of the notice to proceed date.
3. Failure to perform any material obligation under the terms of the specification.

In the event of default the amount of the Performance Bond will be forfeited to the City and the City may immediately terminate the Contract.

D. Violations and Assessment of Penalty:

The Contractor will begin an extensive education program encouraging the recycling of materials and discouraging the placement of waste in the public right-of-way at all times except during the collection period. The extensive education program shall at minimum include a monthly public service announcement (PSA) through the local newspaper, and two local TV stations. It shall also include a yearly written door hanger be placed on

every property in the City with four (4) or less units. Additionally, it shall include two (2) Council presentations/yr and at least one (1) event hosting per year. Each PSA and door hanger notification shall be preapproved by the City prior to release to the public.

The failure to complete the collection services according to the established schedules and following the established procedures, disrupts the City's functions and can create a public health and safety hazard, and damages the City because the Contractor has not provided the services for which it was contracted. Payment to the Contractor shall be reduced accordingly, as set forth below.

In case of a violation of the spirit or the letter of the Contract, the Solid Waste Manager or designee shall notify the Contractor in writing of said violations and subsequent deductions. In the event of a dispute regarding deductions, the determination of the Director of Public Works shall be final. Deductions for non-compliance, losses, costs and/or damages shall be deducted by the City from Contractor's monthly payment.

In connection with its performance obligations as set forth in this specification, the Bidder is required to make the following performance guarantees.

1 The Bidder shall collect all municipal solid waste and bulky items in a clean and safe manner. In the event of default the Bidder shall be liable and protect and indemnify the City for any additional costs incurred by the City in arranging for alternative means for the collection, transportation and disposal of such materials.

The City shall have the right to deduct from any monies due the Contractor in the following amounts for each offense for all violations of the contract:

- 1) Failure to operate and complete collections on a regular route, unless prevented by an act of nature; the sum of one thousand dollars (\$1,000.00) per day, per truck and crew not operating.
- 2) Failure to maintain any collection vehicle in a sanitary and safe operating condition; the sum of one hundred fifty dollars (\$150.00) for each offense in each day.
- 3) Failure to collect acceptable items, included in this contract, properly placed at the designated pick-up point; the sum of one hundred dollars (\$100.00) for each location. Contractor is required to collect missed stops by the end of the same day..
- 4) Offenses by employees of the Contractor as set forth in this specification; the sum of one hundred (\$100.00) dollars per day for each employee issue not resolved, as directed.
- 5) Failure to dispose of materials included in this contract at the contractually approved site; the sum of one thousand dollars (\$1,000.00) per collection vehicle load disposed of elsewhere. A contract deduction shall be made in the amount of \$5,000.00 for

each additional offense or, at the option of the City, termination of the contract.

- 6) Willful damage to or displacement of waste or recycle containers; unless clearly marked for disposal, the sum of twenty dollars (\$20.00) for each offense or a satisfactory replacement to the owner of said container.
- 7) It shall be a material breach of this contract for any vehicle containing contract waste to also contain any recyclable material which was properly source separated by a customer; the sum of two thousand dollars (\$2,000.00), which will be deducted by the City for the first offense. A Contract Deduction shall be made in the amount of five thousand dollars (\$5,000.00) for each additional offense or at the option of the City termination of the contract.
- 8) Failure to clean up spilled materials included in this contract or failure to replace containers at the designated pick up point as required; the sum of one hundred dollars (\$100.00) per offense.
- 9) In addition to the above, should the Contractor be prevented, by an act of nature, from performing the work under this contract on two (2) or more consecutive days then the City shall deduct from monies due the Contractor, that portion of a monthly installment represented by the ratio of days on which no work is performed to the total number of scheduled work days in that month, unless previously approved under Section III.
- 10) Failure to provide the employees with the required attire or to ensure the use of proper footwear, since this is related to employee safety; the sum of one hundred fifty dollars (\$150.00) per employee, per day.

The fines listed in this section will be subject to negotiation prior to the execution of the contract.

2. Local-Labor

The City will require the Contractor to employ a work force, dedicated to this Contract, which will consist of at least fifty percent (50%) of the individuals who permanently reside in the City of Reading, Berks County, Pennsylvania. Proof of residency will be provided to the City upon request. The City shall have the right to deduct, from any monies due the contractor, the amount of one hundred dollars (\$100.00) per day in the event of non-compliance.

3. Employment of Certain Persons Prohibited

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

The Bid Form constitutes the Bidder's unconditional acceptance of the performance obligations set forth in the specification and which incorporates the Bidder's Bid prices with respect to the following:

- (a) The annual, per unit fee, the Bidder will charge for weekly curbside collection and disposal of **a maximum of four (4) bags (or 55 gallon containers) per week, per unit,** of municipal solid waste, bulky waste, white goods and large items from all residential properties of (4) units or fewer, as outlined in this specification.
- (b) The annual fee the Bidder will charge for weekly collection and disposal of refuse from Public Buildings and Properties as outlined in this specification.
- (c) The annual fee the Bidder will charge for weekly collection and disposal of litter containers as outlined in this specification.
- (d) The annual per unit fee the Bidder will charge for weekly curbside collection and disposal of yard waste, from all residential properties of (4) units or fewer, as outlined in this specification.
- (e) The name and location of the disposal facilities to be used by the Bidder.
- (f) A certified copy of the appropriate portions of Company by-laws or resolution vesting such authority in the signatory of the letter must be attached.
- (g) Statement of Bidders Qualifications (Form B-3), on which to provide basic information on organization.
- (h) Bid Bond (Form B4)
- (i) Completed Non-Collusion Affidavit (Form B-5)
- (j) A signed agreement with, or commitment letter from, a qualified surety company or United States Bank obligating that company or United States Bank to furnish a performance bond to furnish a performance bond, payment bond or irrevocable Letter of Credit consistent with the requirements of this specification.

VI. DEFINITIONS

Wherever in the Contract Documents, the following terms or pronouns used in their stead occur, they shall have the meaning here given:

ACT 101: Shall mean the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act.

Alley: A thoroughfare having a right-of-way width of 34 feet or less, dedicated to public passage, but unidentified as a street on the City's official topographic Survey map.

Aluminum Can: Shall mean containers which are comprised "entirely" of aluminum and which formerly contained only edible substances.

Bulky Waste: Large items of refuse such as appliances, furniture, large item, construction and demolition debris, etc.

Cans: Shall mean containers comprised of aluminum, tin, steel or a combination thereof which formerly contained only non-aerosol edible substances or such other substances as have been approved for recycling by the City. Includes, but not limited to: Cans formerly containing such substances as vegetables, meats, fruits, juices, or other similar food storage containers constructed of materials listed above. Does not include: Hazardous cleaning substances, automotive supply cans (e.g. transmission fluids, motor oils, etc.), and other similar containers.

Cardboard: Shall mean a broad category of paper products heavier and more rigid than paper.

City: Shall mean the City of Reading, Berks County, Pennsylvania or that person designated as the duly Authorized representative of the City of Reading with offices located at 815 Washington St., Reading, Pennsylvania.

Commingled: Shall mean source separated non-putrescible recyclable materials that have been mixed at the source of generation (i.e. placed in the same container).

Construction and Demolition Debris: Includes materials from the remodeling of a residential dwelling such as roofing shingles, file, plaster, drywall sheet rock, metal or wood sheds, dirt, concrete, bricks and similar materials from Commercial repair of private properties or such activities. Small quantities of this material is permitted by residents only if it is contained to meet requirements of the Ordinance unit requirements at their billing address and the Contractor will be responsible for collection of this material.

Contractor: The person, partnership or corporation providing collection, transportation, disposal and marketing services under this contract.

Contract Documents: Shall mean the Contract Agreement, Information for Bidders, Bid Forms, Bid Bond, Contractors Performance and Payment Bond, General Provisions, Special Provisions, Specifications, and any Addenda, Change Orders and Supplemental Agreements.

Corrugated Box: Shall mean a structural paper material with an inner core shaped in rigid parallel furrows and ridges.

Curbside: Shall mean a location for which recyclable materials are set out for collection, including at the curb which shall mean the location adjacent to, but within Five (5) feet from the public street.

Designated Pick-Up Point: Shall mean the point designated at each property where recyclables are to be placed for collection at the curb or as designated by the Director of Public Works.

Designated Recyclable Materials: Shall mean those recyclable materials to be source separated in the City of Reading. The term may include, but may not be limited to glass, curbside newsprint, mixed paper, plastic containers, cans, white goods, tires, or other materials.

Ferrous Metal: Shall mean food and beverage containers made from a steel alloy containing tin and/or aluminum substances and which are magnetic.

Garbage: Shall mean putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food and other non-recyclable household waste products

Glass: Shall mean all clear, green and brown glass food and/or beverage containers. Glass shall not include crystal, ceramics, light bulbs, plate, window, laminated, wired or mirrored glass.

Hazardous Waste: Any waste as defined by 25 PA Code § 260a.10 and which by virtue of its quantity or content presents a hazard to the individuals handling it, a hazard to public health, or potential pollution to the air or waters of the Commonwealth of Pennsylvania or makes land unfit or undesirable for normal use; this includes, but is not limited to chemicals, explosives, pathological wastes, radioactive materials, and any materials defined hazardous wastes by Federal or State law or regulation.

Large Items: Include, but are not limited to: refrigerators, stoves, dishwashers, hot water heaters, washing machines, dryers, freezers, televisions, chairs, rolled carpet, desks, bureaus, tables, mattresses, box springs, bed frames, sofas, bundled wood, push lawn mowers, bath tubs, toilets, sinks, windows, window screens, doors, and similar household items.

Market: Shall mean a location that accepts recyclable materials for reuse as a feedstock in their manufacturing processes.

Mixed Paper: Shall mean all corrugated cardboard normally used for packing, mailing, shipping or containerizing goods, merchandise or other material, but “excluding” plastic, foam, wax coated, soiled, or chip board. All weekly post consumer magazines, any office paper, computer paper, junk mail (coupons, sweepstakes entries, including envelopes).

Municipal Solid Waste: The definition as set forth in Act 101 is “any 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 not meeting the definition of residual or hazardous waste in Act 97 from a municipal commercial or plant or air pollution control facility. The term does not include source-separated recyclable materials.

Municipal Solid Waste Contractor: Means such Contractor as may be engaged by the City to collect, transport and dispose of all types of large items or bulky waste or appliances and refuse, defined under the terms of this contract.

Newspaper: Shall mean paper which has been used for the production of daily, weekly, or special edition news publications which shall include all paper items which are sold with the newspaper.

Non-Ferrous: Shall mean all metal food and beverage containers, which are not ferrous and subsequently not magnetic.

Notice to Proceed: A written notice given by the City to the Contractor for fixing the date on which the contract will commence.

Person: Shall mean any individual, firm, partnership, corporation, association, cooperative enterprise, trust, Municipal Authority, federal institution or agency, state institution or agency, municipality, public and private schools and educational facilities, other governmental agency or any other entity or any group of such persons which is recognized by law as the subject of rights and duties. In any provisions of this Ordinance describing a fine, penalty or imprisonment, the term “person” shall include the officers and directors of a corporation or other legal entity having officers and directors.

Plastics: Shall mean designated under this Contract shall include all plastic #1 through #7, bottles and containers only.

Processing: Shall mean the location approved by the City for the purpose of sorting, preparing, upgrading, densifying and/or consolidating recyclable materials for sale.

Recyclable Material: Shall mean a material which would otherwise become municipal solid waste, which can be collected, separated or processed, and returned to the economic mainstream in the form of raw materials or products.

Refuse: Means all regulated non recyclable Municipal Solid Waste which is

discarded as useless.

Residential Unit: Means a billing unit where designated municipal solid waste may be placed for receipt by the municipal solid waste collection Contractor. Customer units are determined by units billed by the City.

Trade Waste: Any liquid, with or without matter in suspension or solution that is or may be discharged from a trade premises in the course of any business, trade or industrial process or operation, or in the course of any activity or operation of a like nature; but does not include condensing or cooling waters, stormwater, or domestic sewage.

Yard Waste: Includes but is not limited to small branches/twigs, leaves, and other wastes from lawns and backyard gardens that is deemed suitable for compost.

Map of Collection Zones
(SEE ATTACHED)

TRASH PICK UP LOCATIONS

EXHIBIT B

TRASH PICKUP LOCATIONS

1. Public Works Center
2. 11th and Pike Playground
3. Animal Rescue League
4. Skyline Drive Lookouts
5. Tower Lots
6. Drenkel Air Field
7. Pagoda
8. Camp Lily
9. Rotary Park
10. Egleman's Caretaker's Lot
11. Egleman's Park
12. Egleman's Ball Field
13. Pendora Park
14. Pendora Skate Park
15. Mineral Spring Park
16. Hillside Playground
17. Ambulance/EMS Station – Walnut St.
18. City Hall
19. Rainbow/Juniors Firehouse – 8th and Court St.
20. Library at 5th and Franklin
21. 4th and Chestnut Parklett
22. 2nd and Franklin Parklett
23. Riverfront Park
24. Reading Hose/Friendship – Plum & Franklin St.
25. Keffer Park Playground
26. Baer Park Playground and Tennis Courts
27. Schlegel Park and Pool
28. Angelica Park
29. Fritz's Island – Wastewater Treatment Plant
30. Hampden/Marion Firehouse – 9th & Marion St.
31. 9th and Marion Playground
32. Bernhart's Dam
33. Northmont Playground
34. 6th and Amity Playground
35. 3rd and Spring Playground
36. 2nd and Oley Playground
37. Church and Oley Playground (Essick)
38. Front and Schiller Playground
39. Barbey's Playground
40. Reading Iron Playground
41. 10th and South Playground
42. Neversink Playground
43. 16th and Haak Playground
44. Lance Place Playground
45. City Park – 10 locations
 - a. Pavilion
 - b. Bandshell
 - c. Police 106 Building
 - d. Police 106 Lot
 - e. Park Walkway

- f. Flagpole
- g. Basketball Courts
- h. Restrooms
- i. Tot Lot
- j. 11th and Walnut Walkways
- 46. Recreation Shop – 14th and Walnut
- 47. 3rd and Spruce Recreation Center
- 48. Keystone Firehouse – 3rd and Court St.
- 49. Centre Park
- 50. Sanitary Sewers
- 51. Riverside Firehouse – McKnight & West Spring St.
- 52. E.J. Dives Playground
- 53. Brookline Playground
- 54. Easter Seals Building
- 55. Library at 15th and Perkiomen
- 56. Southwest Fire Station – 101 Lancaster Ave.
- 57. Minor Street Park
- 58. Library at 11th and Pike
- 59. Library at Schuylkill Avenue and Windsor Street
- 60. Water Authority Store yard
- 61. Police Pistol Range