

TOWNSHIP OF SALISBURY
CONTRACT DOCUMENTS
FOR
RESIDENTIAL MUNICIPAL SOLID WASTE (MSW)
COLLECTION, DISPOSAL, AND RECYCLING
SERVICES

January 1, 2021
through
December 31, 2023
(December 31, 2025 if five (5) year option is selected)

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ATTACHMENTS

SECTION 1.

**NOTICE TO BIDDERS ON
RESIDENTIAL MUNICIPAL SOLID WASTE (MSW)
COLLECTION, DISPOSAL, AND RECYCLING SERVICES**

Sealed bids to furnish Residential Municipal Solid Waste (MSW) Collection, Disposal, and Recycling Services will be received until **10:00 am on November 19, 2020**, by the Office of the Township Manager, Township of Salisbury, 2900 South Pike Avenue, Allentown, PA 18103, at which time they will be publicly opened and read aloud. All bidders must submit an Original and 7 copies in a SEALED envelope marked **“Bid Documents for Municipal and Solid Waste Collection, Disposal and Recycling Services for Salisbury Township”** and addressed as follows:

**TOWNSHIP OF SALISBURY
Attn: Cathy Bonaskiewich, Township Manager
2900 South Pike Avenue
Allentown, PA 18103**

NOTE: BIDS MAY NOT BE SUBMITTED BY FACSIMILE TRANSMISSION (FAX) OR EMAIL. A Pre-Bid Meeting will be held at the above address at 10 am on Thursday, November 5, 2020. Attendance at the Pre-Bid Meeting is strongly encouraged but is not required for a bid to be considered.

Copies of the Bid Documents and complete specifications may be obtained from the office of the Township Manager between the hours of 8:30 am and 4:30 pm, Monday through Friday.

Each bid shall include a cashier’s check or bid bond equal to ten percent (10%) of the highest sum of “Total Prices” for the Contract period as set forth in the Instructions to Bidders and on the Price Sheet for all options requested. Such checks shall be payable to the order of “Township of Salisbury”. Such checks or bonds shall be retained by the Township until the Contract has been awarded or rejected, at which time the Township will return the checks or bonds of the unsuccessful bidders.

Each bid shall be accompanied by a Certificate of Non-Collusion and all other documents as specified in the Instructions to Bidders. The successful Contractor shall comply with the requirements of the Non-Discrimination Clause of the Contract.

The Township reserves the right to accept any Bid Proposal or to reject any or all Bid Proposals, and to waive informalities or irregularities in any Proposal. In particular, any alteration, erasure or interlineation of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Township. The Township intends that the contract shall be awarded within thirty (30) days following the date that Proposals are publicly opened and read.

In order to aid the Township in determining the responsibility of any bidder, the Township requires the bidder to submit evidence of the Bidder's experience and familiarity with the product as called for in the Specifications.

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed within three (3) days of bid opening. The bidder shall be required to supply a Financial Statement or similar document prior to contract award which includes, as a minimum, financial statements (if any), references, and a listing of any and all fictitious names used by the bidder.

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 Township upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Township or had failed to perform faithfully any previous contract with the Township.

The Township, however, reserves the right to reject any and all bids or any part of a bid without making an explanation to anyone whenever it deems it in the interest of the Township to do so, and also have the right to waive any informalities in the bidding, and to award the Contract in the best interest of the Township.

Cathy Bonaskiewich
Township Manager/Secretary

*Please Advertise in Morning Call three times on October 19, October 22, and October 27.
Proof of Publication requested.*

SECTION 2.

**INSTRUCTIONS TO BIDDERS
FOR
RESIDENTIAL MUNICIPAL SOLID WASTE (MSW)
COLLECTION, DISPOSAL, AND RECYCLING SERVICES
IN SALISBURY TOWNSHIP**

**BIDS DUE
November 19, 2020
10:00 am**

Township of Salisbury
2900 S. Pike Avenue
Allentown, PA 18103
610-797-4000

2.0. Instruction to Bidders

2.1. Notice of Receipt of Bids

A. Sealed bids for Collection, Disposal, and Recycling Services for Municipal Solid Waste from residential and municipal establishments shall be received at the Office of the Township Manager, Township of Salisbury Municipal Building, 2900 S. Pike Avenue, Allentown, Lehigh County, PA until 10:00 am, November 19, 2020 at which time all such bids that are received shall be opened and publicly read, subject to the provisions of these “Instructions to Bidders.” **NOTE: Bids may not be submitted by facsimile transmission (fax) or email.**

B. The bids shall be in accordance with the “Specifications for Residential Municipal Solid Waste Collection, Disposal, and Recycling Services” (hereinafter “Specifications”), which are attached hereto, and made a part hereof.

2.2. Bids for MSW Collection, Disposal, and Recycling

A. All bids shall contain prices for all items of work shown on the different Options accompanied by a Price Sheet, in accordance with the Specifications; failure to comply with this requirement will be justification for rejecting that bid. The Township intends to award a single contract for MSW and Recyclables depending on the various Options and Price Sheet further described in these specifications.

B. Salisbury Township commenced a mandated municipal recycling program under Act 101 of 1988 (53 P.S. Section 4000.101 et seq., especially Section 4000.1501 et seq.). Therefore, each Bidder shall set forth separate prices for Residential Recycling Collection and Curbside Programs, as shown on the accompanying Price

Sheet, all in accordance with the Specifications, Contract, and these Instructions to Bidders.

C. The Township shall award a Contract for one (1) MSW and one (1) recycling collection for the frequency established in the attached Price Sheet(s).

D. Two (2) MSW and one (1) Recycling Collection per week, unlimited MSW, for the benefit of the Township's residents is the current collection cycle utilized by the current contractor, Mondays through Saturdays. This will be referred to as the "Prime Bid". The Township shall also request Alternate "Prime Bid" and Additional Options, which shall specify different combinations of collection per week for both MSW and Recycling and items for collection.

E. Bidders are permitted and encouraged to bid different prices for each service and Contract Year to reflect their expectations and perceptions, especially with regard to inflation of such items as the cost of labor, fuel, tipping or dumping fees, etc. (see these Instructions to Bidders, Section 2.11(B)(7)-Reservation of Rights, regarding unbalanced bids).

F. Basis of Award: For the services which the Township may select after reviewing and evaluating the Bids and Price Sheets for each option from each Bidder, the Township intends to award either a three (3) year or a five (5) year Contract to the responsive and responsible Bidder who has submitted the lowest sum of "Total Prices" for Contract Years 2021-2023 inclusive (or 2021-2025 inclusive if a five-year contract is awarded by the Township), for collection, transport and disposal of curbside MSW, and the collection, transport, and marketing of curbside recycling. The "Total Prices" shall be computed by simple addition of the individual prices bid for each Contract Year for the above-referenced services, as shown on the Price Sheet. However, the Township reserves the right to award any of the options called for in the specifications that reflect the lowest cost as specified in the individual options utilizing its criteria for award. The Township intends that the Contract shall be awarded within thirty days (30) days following the date the proposals are publicly opened and read.

2.3. Time of Commencement, Expiration, and Extension of Contract

See Section 5.0-General Conditions, especially Section 5.2-Effective Dates, and Section 5.3-Contract Duration and Contract Years.

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2.4. Pre-Bid Meeting

A pre-bid meeting to review the Instructions to Bidders, Specifications, General Conditions, and Contract, and to answer any questions, shall be held in the Public Meeting Room at the Salisbury Township Municipal Building, 2900 South Pike Avenue, Allentown, Lehigh County, PA 18103, telephone (610) 797-4000, at 10:00 am on Thursday, November 5, 2020. The Township strongly encourages all potential Bidders to attend the Pre-bid meeting; however, attendance by bidders shall not be required and failure by a bidder to have a representative present at that meeting shall not result in disqualification and rejection of the bid.

2.5. Questions and Interpretations

A. Questions and requests for interpretation may be directed in writing to:

MSW & Recycling Bids
Attn: Cathy Bonaskiewich, Township Manager
Salisbury Township
Email: cbonaskiewich@salisburypa.org

with a copy to the Township Solicitor's office to the attention of:

John Ashley, Esquire
Davison & McCarthy
645 Hamilton Street, Suite 510
Allentown, PA 18101
Email: jashley@davisonmccarthy.com

All such questions and requests must be submitted by 4:30 pm on November 12, 2020, at least one (1) week before the scheduled bid opening date, in order to allow sufficient time for a response per Instruction 2.6(B)-Addenda and Changes below. Questions and requests received later than 4:30 pm on November 12, 2020 shall remain unanswered.

B. No response to any questions or interpretations shall be binding upon the Township unless that response is made in writing and made a part of the Contract, the Specifications, the General Conditions, or the Instructions to Bidders.

C. Disclaimer: Any information on existing conditions, circumstances, practices, procedures, methods of collection, volumes or quantities, and other subjects is provided by the Township solely as a convenience to the Bidders and is based on the best information available to the Township. However, such information is not warranted or guaranteed as to accuracy or completeness by the Township. Any reliance on this information by a Bidder as a covenant, representation, promise, agreement, warranty, or otherwise, is not authorized by the Township, and shall be at the sole risk and responsibility of the Bidder. Each Bidder shall perform its own investigation and satisfy itself as to the accuracy, relevance, and quality of that information.

2.6. Addenda and Changes

- A.** The Township may issue addenda and changes to the Contract Documents from time to time during the bidding process.
- B.** No such changes shall be issued later than two (2) business days before the bids are to be opened.
- C.** These addenda and changes shall become part of each respective Contract Document and shall be binding upon each Bidder in submitting its Bid, evaluating and awarding the Contract to the successful Bidder, and in the subsequent performance of the Contract.
- D.** To ensure the integrity of the competitive bidding process, each Bidder shall acknowledge its receipt and compliance with any addenda or changes that the Township may make to any of the Contract Documents, Contract, Specifications, or the Instructions to Bidders. The acknowledgement shall be made in the manner specified by the Township. By way of example, but not limitation, signed copies of all addenda issued must be returned with the bid itself to demonstrate consideration of the terms and conditions outlined in the addenda.

2.7. Form of Bids-Contract and Price Sheets

- A.** All Bids must be made upon the blank “Price Sheet” for the individual Options herein requested, and attached to the Contract form and the Non-Collusion Affidavit which accompany these Instructions to Bidders. In submitting the Bids, the Price Sheet, the Contract, and the Non-Collusion Affidavit shall not be removed from each other, and must be deposited intact as received and properly sealed; but those documents may be separated from these Instructions to Bidders, the Specifications, the General Conditions, or the Questionnaire.
- B.** All bids must give the prices proposed or bid in figures only, either written in ink or typed.
- C.** The Contract form must be executed by the Bidder when the Bid is submitted, with its full name and address stated. Salisbury Township will accept a corporate data sheet from a publicly traded company to satisfy information required by the Specifications.
 1. If the Bidder is a corporation, then the jurisdiction where chartered, and names, titles, and business addresses of the President, Corporate Secretary, and Treasurer, shall all be typed or printed neatly in ink and the signature of the official(s) signing shall be in BLUE INK. **Please Note:** This requirement applies to all individual signatures required in 2 through 8 below.
 2. The Bid may be signed by the President or Vice-President, whose signature shall be attested to by the Corporate Secretary or Assistant Corporate Secretary, with the Corporate seal placed thereon.

3. In the event that the Corporation has duly authorized another individual or individuals to sign on behalf of the President, Vice-President, Corporate Secretary, or Assistant Corporate Secretary, then an original or certified copy of the Resolution or other formal corporate action authorizing the person signing the Bid to do so on behalf of the Corporation shall accompany the Bid.
4. If a partnership, the name and address of each partner shall be stated in full.
5. If the Bidder is a limited liability company then the jurisdiction where organized and names of officers (if applicable), titles, and business addresses of Members if Member-Managed, or the Manager if Manager-Managed, shall all be typed or printed neatly in ink.
6. The Bid may be signed by a Member if Member-Managed, or by the Manager, if Manager-Managed, whichever is applicable, whose signature shall be witnessed by another individual.
7. In the event that the Limited Liability Company has duly authorized another individual or individuals to sign on behalf of the Limited Liability Company then an original or certified copy of the Resolution or other formal action authorizing the person signing the Bid to do so on behalf of the Limited Liability Company shall accompany the Bid.
8. In the case of a bidder being an entity organized under the laws of a state or commonwealth other than Pennsylvania, the bidder must submit evidence that the bidder is licensed to do business in Pennsylvania.

D. The Non-Collusion Affidavit which is enclosed must be fully and properly executed by each Bidder, shall be binding upon each Bidder and signatory, and must be submitted with each Bid.

E. The Bids shall be addressed to Township of Salisbury, Attn: Cathy Bonaskiewich, Township Manager, 2900 S. Pike Avenue, Allentown, PA 18103 and marked “Bid Documents for Municipal Solid Waste Collection, Disposal, and Recycling Services for Salisbury Township.”

F. It is the sole responsibility of the Bidder to have the Bid in the Office of the Township Manager prior to 10:00 a.m. on November 19, 2020; no failure for any reason, including late mail delivery, to have the Bid in Township Manager’s office by that time will be excused. NOTE: Faxed and/or emailed copies of bids shall not be accepted by the Township.

2.8. Bid Bond

A. Each bid must be accompanied by bid security in the form of either cash, a Bid Bond naming an obligee, or a cashier’s check payable to the order of “Salisbury Township” to ensure good faith in bidding.

B. The Bid security shall be in the amount of ten (10%) percent of the HIGHEST sum of the “Total Prices” for Contract Years 2021-2023 inclusive (or 2021-2025 inclusive if a Bidder submits a bid for the five-year optional term), as set forth on the Price Sheet submitted by that Bidder, and as specified by Instruction 2.2-Bids for MSW Collection, Disposal and Recycling. For the purpose of calculating the highest sum of the "Total Prices", alternate bid items need not be included. The highest sum of the "Total Prices" shall be based on the highest sum of the base bid items in each Option.

C. 1. If a surety Bid Bond is utilized, then that Bid Bond shall specifically identify the Bid to which it relates, and the date of the Bid (which shall be on or after the date of the Bid Bond.)

2. Additionally, the Power of Attorney accompanying the Bid Bond to evidence the authority of the person signing the Bid Bond on behalf of the surety company, shall be dated on or before the date of the Bid Bond.

3. Further, the Bid Bond itself shall be dated, as well as signed by the principal Bidder and Surety Company, through their respective authorized representatives.

4. The form of the Bid Bond and the Power of Attorney shall be subject to the approval of the Township Solicitor.

5. The surety shall, at a minimum, be registered to do business in Pennsylvania and shall meet the requirements of Section 5.8.4-Surety Company Qualifications, of these instructions. Proof of the surety’s compliance with these requirements shall be submitted with the bid security.

6. Failure to comply with any of the aforesaid provisions shall result in the disqualification of the Bid, which thereafter shall not be considered.

D. 1. The above-described Bid security shall be paid to the Township of Salisbury in full in the event that the Bidder neglects, refuses or is unable to timely enter into or perform the Contract, or to give adequate proof of insurance and/or Performance Bonds in accordance with the Specification, or both

2. The Bid security shall be paid, not as a penalty or forfeiture, but as liquidated damages for the delays and/or additional costs or expenses which may or will be incurred by the Township by reason of the Bidder failing to accept the award of and perform the Contract and give Performance Bonds as required, and by reason of the cost of rebidding the Contract; which damages, costs or expenses cannot now be adequately ascertained.

E. The bid security of all of the Bidders will be returned to them after the successful Bidder executes the Contract and furnishes the Performance Bond and evidence of insurance coverage, and complies with all of the other requirements, as set forth in these Instructions to Bidders and in the Specifications, or thirty (30) days after the opening of the Bids, whichever first occurs.

2.9. Questionnaire and Information

A. With each bid, the Bidder must return the accompanying questionnaire, fully and completely answered, setting forth the equipment and methods proposed by the Bidder for collecting, transporting, handling, delivery and disposing of MSW and for collecting, handling, transporting and delivery of Recyclables.

B. An essential requirement of this Contract is that neither objectionable odors, noxious gases nor putrescent liquid, shall escape during or after the process of collection, transportation, disposal, or recycling.

C. In particular, the methods, apparatus and equipment for elimination and control of nuisances that may arise during the process of collection, handling, transportation, delivery and disposal, of MSW and Recyclables shall be shown, specified and described in a sufficient detail to enable the Township to judge their adequacy and sufficiency.

D. The location and permits for the plant or disposal area which Bidder proposes to use in the disposal of MSW and Recyclables shall be subject to approval by the Township before the Contract is awarded to that Bidder. See also Section 3.4.10-Disposal, especially Section 3.4.10.2-Disposal Site and Facilities regarding MSW disposal sites.

E. The Bidder may submit this information in other forms, such as brochures, binders, etc., as long as all of the required information is included and are readily identifiable and accessible.

2.10. Date of Award and Postponement

The Township may award this Contract at any regular meeting of the Board of Commissioners, or at a special meeting to be determined by the Board, regardless of whether that meeting is held in-person at the Salisbury Township Municipal Building, 2900 S. Pike Avenue, Allentown, PA 18103, or in a virtual setting due to current COVID-19 restrictions.

2.11. Reservation of Rights

A. These “Instructions to Bidders” (“ITB”) constitute only an Invitation to submit a responsive and responsible Bid to Salisbury Township, County of Lehigh, Commonwealth of Pennsylvania, herein sometimes referred to as the “Township”.

B. Notwithstanding any other provisions of this ITB, the Township reserves the right:

1. To determine, in its sole discretion, whether any aspect of a Bid satisfactorily meets the criteria established in this ITB;
2. To request additional information from any Bidder to investigate and ascertain the Bidder’s capability, reliability, and responsibility to perform this Contract;

3. To waive immaterial defects in any Bid;
4. To reject any or all Bids with or without cause;
5. To reject any bid which does not comply with this ITB (see also Instruction 2.12-Bids May Be Rejected as Informal, below);
6. To re-advertise for new Bids;
7. To reject any Bid which appears to be unbalanced, fraudulent, deceptive, misleading, unfair, not in good faith, or which takes undue advantage of the Township or the Contract;
8. And to take any other action which the Township deems appropriate.

C. Township may take action and select one Bid which, in the sole opinion of the Township only, is most favorable to the residents of the Township.

D. The procedures set forth in this ITB are for the convenience of the Township only, and shall not give rise to any rights in any person.

E. In the event that a Contract is not awarded for any reason, or that this ITB is withdrawn for any reason, then the Township shall have no liability to any Bidder for any costs or expenses incurred or lost profits in connection with this ITB, or otherwise.

F. No Bid will be considered from any person, firm or corporation, who has defaulted in the performance of any previous contract or agreement made with the Township, or who has failed to perform satisfactorily such contract or agreement, or who, based upon the due diligence of Township staff, can reasonably be shown to have performed in an unsatisfactory manner in any other community in Eastern Pennsylvania.

2.12. Bids May Be Rejected As Informal

Bids which contain erasures, alterations, omissions, or irregularities of any kind, including conditions not authorized by either these ITB or the Specifications, may be rejected as informal. See also Instruction 2.11(B)(5)-Reservation of Rights, above.

2.13. Withdrawal of Bids

A. Bids shall be returned to any Bidder upon request, but only if such request is received prior to the opening of Bids.

B. Each and every Bidder who submits a Bid specifically waives any right to withdraw that Bid for twenty-five (25) days after the opening of Bids, unless the Bidder submits credible evidence that the reason for the price bid being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due

to an unintentional and substantial arithmetical error or any unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid; provided, that:

1. Notice of a claim of the right to withdraw such Bid shall be made in writing to the Township within two (2) business days after the opening of Bids; and
2. The withdrawal of the Bid would not result in the awarding of the Contract on another Bid of either the same Bidder, a partner, or to a corporation or other business venture owned by or in which the same Bidder or any affiliated entity has a substantial interest.

C. The time constraints set forth in Section 2.13(B) above shall be strictly construed.

D. No Bidder who is permitted to withdraw a Bid after the opening of Bids shall supply any material or labor to, or perform any subcontract or other work agreement for any person to whom the Contract or a subcontract is awarded in the performance of the Contract for which the withdrawn Bid was submitted, without the prior written approval of the Township; all in accordance with the provisions of Pennsylvania Act 4 of 1974, as found at 73 P.S. Section 1602 et seq., as amended, regarding Public Contracts - Withdrawal of Bids, etc.

2.14. Assignment and Delegation

A. The Contractor shall provide constant attention to the faithful performance of the Contract and shall keep the same under Contractor's own control.

B. The Contractor shall not assign or delegate, by Power of Attorney or otherwise, nor sublet the Contract or any part thereof, without the previous written consent of Salisbury Township, which consent the Township may withhold in its sole and absolute discretion.

C. In such case, the Contractor shall state to the Township in writing the name and address of each subcontractor which the Contractor intends to employ, the portions of the Contract affected, the place of business of the proposed subcontractor, and such other information as the Township may require, in order for the Township to ascertain whether each subcontractor is reputable and reliable and able to perform the Contract as called for in the Specifications.

D. The Contractor shall not, either legally or equitably, assign any of the monies payable under the Contract, unless by and with the similar consent of the Township.

E. The Contractor shall not be released from any of its liabilities or obligations under this Contract, if any subcontractor fails to perform in a satisfactory manner, in accordance with the Specifications, the portion of the Contract undertaken by that subcontractor.

2.15. Non-Collusion Affidavit (see attached form)

A. This Non-Collusion Affidavit is material to any Bid or Contract awarded 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. This Non-Collusion Affidavit is an element of responsiveness of every Bid.

B. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Contractor who makes the final decision on prices and the amount quoted in the Bid.

C. 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(s) 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 Contractor with responsibilities for the preparation, approval, or submission of the Bid.

D. 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.

E. The term “Complementary Bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Bids higher than the Bid of another firm, any intentionally high or Noncompetitive Bid, and any other form of Bid submitted for the purpose of giving a false appearance of competition.

F. Failure to file an Affidavit in compliance with these instructions shall result in rejection of the Bid, and the Township shall not give any further consideration to the Bid.

2.16. Inconsistencies in Bid Documents

A. Where terms are used in the Contract Documents which are not specifically defined, such terms shall be ascribed their normal and customary meanings.

B. Where numerical section references shall be inconsistent with narrative section references, the narrative references shall apply.

C. Where apparent inconsistent provisions can be read, in a manner, which allow them to be consistent, such a reading shall be ascribed to the text.

2.17. Disqualification of Bidders

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of its Proposal:

- A.** Evidence of collusion among bidders;
- B.** Lack of competence as revealed by, either, financial statements, experience or equipment statements submitted or other sources;
- C.** Lack of responsibility as shown by past work judged from the standpoint of workmanship;
- D.** Default on a previous municipal contract or failure to perform;
- E.** The Bidder misstates or conceals any material fact in the bid;
- F.** The Bid does not strictly conform to law or to the requirements of the Contract;
- G.** The Bid is conditional; or
- H.** A determination is made that the bidder is not responsible in accordance with law.

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**SECTION 3.
MSW COLLECTION AND DISPOSAL**

3.0. MSW Collection and Disposal

3.1. Definitions

3.1.1. Apartment Building

A building arranged, designed and intended for occupancy by four (4) or more families living independent of each other, each doing its own cooking therein which independent families are each tenants of a common owner. An apartment building shall not include attached townhouse units which are part of the same structure (i.e. row of townhouses) and occupied by four (4) or more families where said four (4) or more units are not in common ownership.

3.1.2. Bags

Plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents should not exceed 35 pounds.

3.1.3. Bin

Metal receptacle designed to be lifted and emptied mechanically for use only at commercial, industrial and institutional establishments. Also commonly known as dumpsters.

3.1.4. Bulk Waste

Furniture and other waste materials with weights or volumes greater than those limits allowed for bins or containers, as the case may be. Bulk Waste may include construction refuse and demolition refuse (as defined herein); tires (without, or dismounted from, wheels or rims); and automobile parts with any fluids removed (e.g. engines, transmission, radiator, etc.) and “White Goods” (e.g. stoves, washing machines, dryers, etc.), and metal bulk items (e.g. water tanks).

Bulk Wastes shall not include “Freon Appliances” as defined in Section 3.1.17 which are to be handled under Section 4.2.4-Freon Appliances.

3.1.5. Intentionally Omitted

3.1.6. Intentionally Omitted

3.1.7. Commercial Establishment

Any establishment which generates MSW or recyclables and is not a single family detached, semi-detached or attached home. For this purpose, apartment buildings of four (4) or more residential dwellings are commercial establishments.

3.1.8. Construction Refuse

Scrap lumber, pipe and other construction materials from construction or remodeling, which consists of no more than one bundle or container.

3.1.9. Container

A receptacle of any shape with a capacity of greater than twenty (20) gallons but less than thirty-five (35) gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. The weight of the container and its contents should not normally exceed Fifty (50) pounds. Also commonly known as "trash cans".

3.1.10. Contract Documents

The Notice to Bidders, Instructions to Bidders (General Conditions), Contractor’s Bids including but not limited to the Bid Price Quotation Form, Disposal Certificate, Insurance Certificate, Performance Bond, Township Ordinances, the Contract and any Addenda or changes to the foregoing documents agreed to by the Township and the Contractor.

3.1.11. Contractor

The person, corporation, limited liability company, joint venture, limited partnership, partnership or other legal entity performing Municipal Solid Waste collection and disposal or recycling with the Township.

3.1.12. Intentionally omitted

3.1.13. Demolition Refuse

Lumber, pipes, bricks, masonry and other construction materials from razed structures.

3.1.14. Disposal

Incineration, deposition, injection, dumping, spilling, leaking or placing of Municipal Solid Waste into or on the land or water in a manner that the waste or a constituent of the waste enters the environment, is admitted into the air or is discharged into the waters of the Commonwealth of Pennsylvania or of the United States of America.

3.1.15. Disposal Site

Any State permitted site, facility, location, area or premises to be used for the disposal of Municipal Solid Waste.

3.1.16. Electronic or E-Waste

Discarded computers, office electronic equipment, entertainment device electronics, mobile phones, and television sets. This includes used electronics which are destined for reuse, resale, salvage, recycling, or disposal.

3.1.17. Freon Appliances

Refrigerators, freezers, dehumidifiers, air conditioners and any other appliances which contain Freon.

3.1.18. Garbage

All animal and vegetable wastes attending or resulting from the handling, dealing, storing, preparation, cooking and/or consumption of foods.

3.1.19. Hazardous Waste

Any chemical, compound, mixture, substance or Article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "Hazardous" as that term is defined by or pursuant to Federal or State law.

Any materials or substance which, by reason of its composition is (1) toxic or hazardous waste (A) as defined in the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., (B) as defined in Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. Section 2605 (e), (C) under the Pennsylvania Solid Waste Management Act, or (D) under any other applicable laws of similar purpose or effect, including but not limited to, with respect to each of such laws in (A) through (D), any replacement amendment, expansion or supplement thereto, and any rules, regulations or policies thereunder; or (a) source, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, 42 U.S.C. Section 2011 et seq., and any replacement, amendment, expansion or supplement thereto and any rules, regulations or policies thereunder; and (b) any other materials that any governmental agency having appropriate jurisdiction shall determine from time to time as hazardous, toxic, harmful or dangerous.

3.1.20. Industrial Establishment

Any establishment engaged in manufacturing or processing including, but not limited to, factories, foundries, mills, processing plants, refineries and the like.

3.1.21. Institutional Establishment

Any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

3.1.22. Mixed Use Building

A building whose primary use is residential but may also contain non-residential or accessory uses in the building. If the non-residential use shall occupy 30% or less of the indoor floor area, the building shall be deemed residential use. If the non-residential use occupies over 30% of the indoor floor area of the structure, the entire building shall be deemed a commercial use. (Indoor floor area shall not include garages, crawl spaces or other unheated/uninsulated areas.)

3.1.23. Mobile Home Park

A parcel of land under single or multiple ownership for the placement of mobile homes to be used for non-transient dwelling purposes. Mobile home parks will be considered residential establishments with each mobile home unit being considered a separate residential establishment.

3.1.24. Municipal Solid Waste (MSW)

Any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semi-solid or contained gaseous material resulting from the operation of residential, municipal, commercial, industrial or institutional establishments and from community activities, and trace amount of hazardous waste normally found in household trash, garbage or refuse, and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial, industrial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility (Pennsylvania Solid Waste Management Act 97, Section 103). The term does not include source-separated recyclable materials or "leaf waste" as defined by Act 101. Further, it excludes Household Hazard Waste (HHW) and items covered by the Covered Device Act CDA.

3.1.25. Processing

Any technology used for the purpose of reducing the volume or bulk of Municipal Solid Waste or any technology used to convert and/or segregate part or all of such waste materials for off-site reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, incinerators, recycling facilities and resource recovery facilities.

3.1.26. Producer

Any occupant of a commercial, industrial, institutional or residential establishment who generates Municipal Solid Waste.

3.1.27. Recyclable Waste

Refuse utilized or marketed for reuse or reprocessing rather than disposed of in a disposal site.

3.1.28. Recyclables

All terms to be collected curbside which are referenced in Section 4.2.1-Items to Be Recycled.

3.1.29. Refuse

The collective term applying to all garbage, rubbish, recyclable waste and ashes from residential, municipal, commercial, industrial or institutional premises and construction and demolition refuse.

3.1.30. Residential Establishment

Any premises utilized primarily as a residential dwelling, including, but not limited to, homes and mobile homes. Apartments consisting of four (4) or more residential dwellings are considered commercial establishments. Those containing three (3) or fewer residential dwellings shall be deemed residential establishments.

3.1.31. Storage

The containment of any Municipal Solid Waste on a temporary basis in such a manner as not to constitute disposal of such waste. The containment of any Municipal Solid Waste for a period in excess of one (1) year shall be conclusively presumed to constitute disposal.

3.1.32. Township

The Township of Salisbury, a First Class Township, located in Lehigh County, Pennsylvania.

3.1.33. Transportation

The off-site removal of any Municipal Solid Waste generated or present at any time from the Township.

3.1.34. Yard Waste

Leaves and Yard/Garden waste generated by residential or municipal establishments, containing branches no greater than 5 feet in length and 5 inches in diameter. Leaf waste shall not include grass clippings. Contractor shall not be responsible to collect Leaf Waste and Yard/Garden waste at curbside. Contractor shall only be responsible to collect and transport roll off containers as described in Section 4.3.3-Grass Waste Operation.

3.2. Work to be Done.

The work under this Contract shall consist of the items contained in the Bid, including all the supervision, materials, equipment, labor, services, and other items necessary to complete said work in accordance with the Contract Documents. Currently the Township conducts manual collection of MSW and Recycling. Commercial, industrial and institutional establishments, and public schools are not covered by the Contract.

3.3. Collection and Disposal of Municipal Solid Waste and Recycling

3.3.1. Residential Establishments Services

The Contractor shall provide curbside collection and disposal services of all Municipal Solid Waste from all residential establishments in the Township year-round beginning January 1, 2021, and thereafter, as specified in the various Options and Price Sheets called for in these specifications. Ultimately, the Contractor shall be awarded a Contract that will specify the chosen scope of work from the Options provided.

The Contractor shall be responsible for collecting, transporting, handling, delivery and disposing of all MSW and bulk waste; and for collecting, transporting, handling and delivery of all recyclables to a location of Contractor's choice, and services called for in Section 4.3-Drop-Off Centers, subject to the limitations of quantity outlined in these Contract Documents.

3.3.2. Township Services

The Contractor shall provide the following additional collection services at paragraphs (a) and (b) to the Township at no additional cost, and therefore, shall be considered in the total cost of the bid.

- a) One six-yard container per location and collect twice per week and collect recycling containers once per week at the following locations. The Township reserves the right to require that the Contractor provide the above services year-round; therefore, all prospective Contractors shall also provide bids on the attached Price Sheet under this option.
 - i. Franko Farm Recreation Area - 1801 Black River Road;
 - ii. Lindberg Park - Lindberg Avenue & Buckingham Place;
 - iii. Laubach Park - Fairview Street & Lehigh Avenue;
 - iv. Dodson Park - Dodson Street & Public Road;
 - v. Green Acres Park - Green Acres Drive & Miller Street;
 - vi. River Road Park - Jeter Road & Public Road;
 - vii. Devonshire Park - Devonshire Road & Bevin Drive;

- b) One six-yard container per location and collect once per week and collect recycling containers once per week, year-round, at the following locations:
 - i. Township Municipal Building and Annex – 2900/3000 S. Pike Avenue;
 - ii. Eastern Salisbury Fire Station - 1000 E. Emmaus Avenue;
 - iii. Western Salisbury Fire Station -950 S. Ott Street;
 - iv. Western Salisbury Fire Station – 3425 Eisenhower Avenue.

3.3.3. Placement of Municipal Waste for Collection

- a) All Municipal Solid Waste accumulated by owners or occupants of each Residential property or Establishment will be placed in bags or containers for collection.

- b) Containers, bags or bins shall be placed so as to be accessible to the Contractor at ground level, and a point on or within three (3) feet of the public street or alley curb line from which collection is to be made (see exception (d) below).
- c) These representations shall also apply to all existing multi-family residential dwelling units that are subject to this Contract. In such cases, if bins are necessary or desired, they shall be provided either by the property owner, occupants, or operators, or the Contractor, at their sole expense.
- d) Private Drive Collection: Currently (October 2020 billing cycle) there are approximately twenty (20) residences that are served with collection using a smaller-sized vehicle due to inaccessibility of the larger trucks to serve those residential establishments. The list of those locations is included within the Attachments. Bidders are required to include cost of service to these residences in the price sheet with the rest of the MSW and recycling totals.

3.4. Collection Operation

3.4.1. Hours of Operation

Residential municipal solid waste service and recyclables service shall not start before 6 a.m. or continue after 7 p.m. on any given day, Monday through Saturday (or as requested in Section 3.4.2 below). In the event that the Contractor desires to commence collection prior to 6 a.m., the Contractor shall make a written request to the Township at least one week prior to the date that the Contractor desires to deviate from the permitted hours of operation. The request shall outline the circumstances surrounding the request to commence service before 6 a.m. and the duration (in days) that service will commence before 6 a.m. The Township will consider the request and may approve or disapprove of the request in its sole discretion. Failure of the Township to respond to any request within one week of receipt of such request will be deemed a disapproval of the request. Additional exceptions to these collection hours shall be affected only by mutual agreement between the Township and Contractor. Contractor shall contact the Township should a severe weather incident prevent Contractor from collection at the regularly scheduled day and time. The delayed collection shall occur as soon as practicable (as weather permits) as determined by the Township. Contractor shall reschedule the missed pick-up(s) with the Township.

3.4.2. Days and Routes of Collection

(a) The Contractor's collection schedule and routes shall conform to the Collection schedule and routes reflected on the attached route map. **The Contractor may, as part of its bid, propose a different schedule and routes for collection of MSW and recyclables subject to the approval of the Township.**

(b) See Section 3.4.12 regarding Public Notices and Advertisements

(c) Changes in the scheduled days(s) of collection for all or parts of the districts of the Township shall only be made with the prior approval of the Township. In the event of such change(s), the Township reserves the right to require the Contractor to again circulate brochures and/or issue public notices as advertisements, as more fully described in Section 3.4.12.

3.4.3. Bulk Waste and Construction Refuse

(a) Bulk Waste shall be collected on the collection day according to the number of collections the Township will accept. If two (2) collections per week shall be chosen, the Bulk Waste shall be picked up on the second collection of the week. Bulk Waste shall be limited to a maximum of one (1) Bulk Item per residential dwelling per week. Residents will be encouraged to contact the Contractor when such items are to be left out for pick-up.

(b) Bulk items should be of a size and weight that may be reasonably lifted by two (2) persons.

(c) Car tires are included with bulk waste. Residents shall only place one (1) passenger car tire per week, which shall not include rims or mounting.

(d) Construction Refuse consisting of a maximum of one (1) container or bundle from any residential dwelling unit shall also be collected on regular collection days.

(e) Contractor may, but need not, collect any Bulk Waste or Construction Refuse item which exceeds these size and weight limits, or does not comply with the requirements. If Contractor does not collect the item(s), the details shall be reported to the Township per Section 5.1-Compliance with Law and Monitoring/Reporting of Non-Compliance. However, if Contractor does collect the item, Contractor shall not be entitled to any additional payment.

(f) The Contractor shall not collect and dispose of any items specifically mentioned in the Covered Device Act (CDA), except as outlined in Section 3.4.4.- Electronic Waste and Household Hazardous Waste Collection, Processing and Disposal (Additional Bid Item-Option 1), in the event that this service is awarded as part of the successful bid accepted by the Township.

3.4.4. Electronic-Waste and Household Hazardous Waste Collection, Processing and Disposal (Additional Bid Item-Option 1)

(1) The Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to Residential Establishments front door pickup of Electronic Waste and Household Hazardous Waste collection, processing and disposal service (collectively “E-HHW Service”) during the term of the Contract and any extensions thereto. The purpose of the E-HHW Service is to provide a safe, convenient, efficient and cost-effective method for residents to dispose of Acceptable HHW and E-Waste Materials as defined herein that are otherwise

difficult to dispose of and which are being stockpiled in residents' homes. The Contractor's E-HHW Service shall include the following mandatory components:

- a) The program must be offered to all residents on an on-call basis. For residents to schedule a collection date, a toll-free hotline must be provided with live operators between the hours of 8:30 a.m. and 5:00 p.m. EST, Monday through Friday. An automated call system shall be available for calls received after hours, on weekends and holidays. A web-based platform also must be available 24 hours per day, seven days per week, to permit residents to schedule collections. The call center must be staffed with individuals who are tasked to work with residents and their household hazardous and electronic materials. Residents may use the program subject to the limitations specified in Section 3.4.4(1)(b) below. No estimate is available on the number of homes that may participate.
- b) Contractor shall immediately schedule and later collect a resident's HHW within two (2) months of such resident's request. Such quantities required to be collected by Contractor shall be limited to one (1) gallon of liquid, two (2) pounds of solids, and one (1) automotive type battery per month. Notwithstanding its definition herein, HHW shall not include, at any additional cost to the Township, latex paints which residents will be instructed by the Contractor to dry out and dispose of as regular MSW as well as motor oil and coolant which the Contractor shall be required to explain to the resident to recycle at the nearest automotive service station which accepts it.
- c) Acceptable material must be collected from the resident's property and not from public property, including the curb. Residents must be advised, during the initial scheduling call, on how to place their acceptable materials for collection. Technical assistance shall be available for residents who request assistance.
- d) Scheduling and collection priority shall be given to residents with disabilities or those who are moving in the immediate future.
- e) All acceptable materials must be properly separated preceding transportation to avoid contact with incompatible substances, must be packaged properly by Contractor, and must be shipped to permitted facilities for recycling, treatment or disposal (in that preferred order).
- f) Materials collected must be recycled to the highest degree possible. Recycle, incineration, treatment, landfill is the applicable hierarchy.
- g) Contractors will be required by DEP to register as a hazardous waste transporter, obtain an EPA ID number and submit a program registration to DEP which must be approved prior to work starting. Further, the disposition site must be permitted to accept hazardous materials and be included in the documents submitted to DEP.

- h) There can be no separate charge for electronic waste and/or HHW and the successful contractor must comply with existing state regulations regarding disposition of electronics and HHW. The current state/manufacturer program does not apply to this Contract.
- i) Contractor must indemnify the Township for any action that may occur after Contractor has taken possession of the materials.
- j) Contractor shall assist the Township in developing a press release and/or advertising material to announce the E-Waste and HHW services, and will assist the Township in the planning of public education campaign introducing the Electronics Waste and Household Hazardous Waste Collection Services.
- k) Contractor shall provide the Township quarterly and annual reports detailing all materials collected, number of homes collected from, pounds per home and other pertinent details as may be required by the Township.
- l) The collection of E-Waste and HHW from businesses is excluded from this program. Homes with commercial chemicals, containers of more than five gallons and home businesses will not be served.
- m) Contractor must demonstrate that it, and all proposed subcontractors, are registered hazardous waste transporters in good standing with the state, and must submit with their bid all necessary licenses, endorsements, permits and training to safely and properly manage the household hazardous waste service in compliance with applicable federal, state and local statutes, laws, rules and regulations. Contractor must demonstrate compliance with this section with their bid submission, as requested on the included Questionnaire.

(2) The Contractor's bid must include the following information; failure to provide same shall render Contractor's bid nonresponsive:

- a) Contractor's requested residential front door pickup of E-Waste / HHW Service experience during the past two (2) calendar years.
- b) Contractor should identify total number of requested residential front door pickups of household hazardous waste collections performed during the past two (2) years. When and where collections were performed. Please describe the type of program.
- c) Contractor must include the identification of no less than three (3) municipal references, including contact information that demonstrates compliance with sections 3.4.4(1)(a) and 3.4.4(1)(b).

- d) A narrative description of Contractor's proposal offering the identification of all recycling, treatment/processing and disposal destinations for the acceptable materials collected from residents.
- e) Sample of announcement flyer.
- f) Copy of (1) Pennsylvania DEP hazardous transporters license, (2) EPA ID Number, and (3) list of destination locations where all Household Hazardous Waste and E-Waste materials will be transported must be included with bid submission. Failure to provide shall render Contractor's bid nonresponsive.

3.4.5. Holidays

The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Contractor may decide to observe any or all of the above holidays by suspension of collection on either the holiday or its official day of observance. When a holiday or its official day of observance falls on a regular pick-up day, then the Contractor shall nevertheless provide collection services to all residential establishments at least one (1) time per calendar week, within three (3) days of the holiday. A public notice of the suspended and/or rescheduled scheduled collection days and routes shall be advertised, as more fully set forth in Section 3.4.12-Public Notices and Advertisements.

3.4.6. Complaints and Emergencies

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention.

(a) In cases of alleged missed scheduled collections, the Contractor shall investigate immediately and, if such allegations are verified, shall collect within twenty-four (24) hours after the complaint is received.

(b) The Contractor shall maintain an office through which he/she can be contacted by Township residents at a local telephone number. Such office should be equipped with sufficient telephones and shall have a responsible person in charge from 7:00 a.m. to 5:30 p.m. on regular collection days. A regularly monitored answering machine or service shall be provided after hours.

(c) The Contractor shall have telephone communication in his/her name with the home (or cell phone) and office number of at least one officer of the Contractor, listed in the Township office. The Contractor's "on call" officer shall be available for communication with proper Township officials at all times (24 hours per day, 7 days per week).

3.4.7. Collection Equipment

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles, bins and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. Contractor shall ensure that all drivers have a proper and current commercial driver’s license (“CDL”). “Each vehicle shall be licensed by the Commonwealth of Pennsylvania as to all standards applicable to such vehicle, and shall have clearly visible on each side the identity and telephone of the Contractor. With regard to equipment that may be licensed out of state, the Township, to meet this requirement, would accept a certification that the vehicles licensed in another jurisdiction, meet all of the standards and requirements to license said vehicle in the Commonwealth of Pennsylvania. If a contractor wishes to use vehicles that are licensed in a jurisdiction other than Pennsylvania, they may do so, provided they demonstrate to the Township’s satisfaction that those vehicles meet the standards required for licensing within the Commonwealth of Pennsylvania.

3.4.8. Deductions for Violation of the Contract and Contract Termination

It is understood and agreed that the Township Manager has a right to deduct from the monthly payments made to the Contractor the following amounts as liquidated damages for violation of this Contract:

(a) Refuse not timely collected, per house, per occurrence	\$100.00
(b) Recyclables not timely collected, per house, per occurrence	\$100.00
(c) Complaint not timely attended to, per occurrence	\$100.00
(d) Spilling of any refuse or Recyclables in conveying it from the curb to the truck and failing to immediately clean the street, per occurrence	\$200.00 plus cost of clean up
(e) Damage to Township property; clean up costs	To be billed at time and material rate
(f) Leaving containers in cartway or shoulder of any road	\$100.00
(g) Unnecessary noise after 10:00 p.m. and before 7:00 a.m. (truck brakes, compactor, engine and container clatter are a necessary incident; but not music, shouting, and/or excessive banging of containers)	\$100.00

(h) Breakage, spillage, dumping, blowing, or other discharge from a Contractor's vehicle	\$200.00 plus cost of clean up
(i) Damage to containers/carts by Contractor	Replace with cart/containers of same size and color prior to next scheduled collection

It shall be a condition of the Contract that the question of deduction shall be decided by the Township Manager subject to an appeal to the Township Board of Commissioners. The decision of the Board of Commissioners on the question shall be final and conclusive.

If the number of Contract violations exceeds twenty-five (25) in any one month (approximately 0.05%), the Township shall have the option of terminating the Contract, with no liability or obligation to the Contractor, by providing at least sixty (60) days written notice in advance of such termination.

In addition, the Contractor shall be responsible and shall perform all cleanup and repairs necessary due to his/her actions or inactions under this Contract, and shall be liable for all costs of such cleanup or repairs.

3.4.9. Hauling

All solid waste hauled by the Contractor shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented. All open bed trucks shall be completely covered in accordance with regulations. The Contractor shall comply with all applicable laws, regulations, ordinances, etc., regarding hauling of municipal solid waste and recycling waste.

3.4.10. Disposal

3.4.10.1 Lehigh County Act 101 MSW Plan

(a) The Contractor shall comply with the implementation of the Lehigh County Act 101 Municipal Solid Waste Disposal Plan (hereinafter sometimes the "Plan"), particularly the licensing provisions, as well as the governing County Ordinances, as amended from time to time, at the prices set forth on the Price Sheet as submitted by that Contractor. Municipal solid waste collected by the Contractor must be collected, transported, and disposed in strict conformance with County Ordinance Nos. 1991-125 and 1992-109 and at the site designated by said Plan. The Contractor shall be responsible for all fees associated with hauling to and disposal at that site, including designated tipping and County administrative fees.

(b) Provided, however, that the Contractor need not comply with a provision of said Plan, Ordinance, or licensing provisions for which both of the following criteria are satisfied:

(i) The Contractor, a subcontractor of the Contractor (*i.e.*, transfer stations or Disposal Sites), or another entity similarly situated (*i.e.*, another MSW hauler, etc.), is currently in the process of appealing, challenging, or disputing that provision in “good faith” in a court of competent jurisdiction; and,

(ii) The-provision at issue has been stayed or suspended by a court of competent jurisdiction, pending a final judgment or ruling on the validity of that provision.

Upon completion and exhaustion of the above-mentioned legal processes, the Contractor and all subcontractors shall abide by and comply with the final judgment and order(s) of the court of competent jurisdiction on the validity of the challenged provision, at the prices as set forth on the Price Sheet as submitted by that Contractor.

(c) In the event that the County Plan is at any time revised, in one or more of the following aspects:

(i) allowing for the use of a number of permitted, satisfactory disposal facilities;

(ii) setting disposal fees for individual Contracts through competitive bids; and/or,

(iii) reduction in or removal of the County’s Administrative Fee.

or if other County Plan changes result in a reduction in the Contractor’s actual “tipping fees” and the County Administrative Fee, below the level of such fees which are now scheduled to be effective for the duration of this Contract, then the Township shall be entitled to a deduction from the adjusted monthly price for MSW Collection and Disposal, per Section 3. The lump-sum amount of such deduction shall be the product of the aforesaid reduction in the Contractor’s “tipping” and County Administrative Fees for that month, times the number of tons of MSW actually disposed at or through a County Plan site during the same month.

3.4.10.2 Disposal Sites and Facilities

An express **CONDITION** of the Contractor’s performance under this Contract is that the MSW that is to be disposed as a result of and under this Contract shall be transferred, transported, and disposed lawfully in facilities that are properly permitted and operating in accordance with all applicable laws, regulations, rules, permits, and orders of the jurisdiction in which those facilities are situated. In enforcement and furtherance of this requirement, the Contractor shall transfer, transport, and dispose of all MSW under this Contract in accordance with either subsections (a) or (b) below, or both, as the case may be. Furthermore, the Township shall be entitled to request documentation of the Contractor’s MSW transfer, transportation, and disposal operations, as set forth in those respective subsections below, before the award of this Contract, and on a monthly basis thereafter. Compliance with these requirements shall be

determined by the Township, in its sole discretion. Failure to comply, or a prospective failure to comply, with these requirements for either facilities or documentation shall be deemed to be a substantial breach of this Contract, which if not corrected or remedied, shall justify the Township giving notice and terminating this Contract, all as more fully set forth elsewhere herein.

(a) If the Contractor intends to or is utilizing a transfer station and/or disposal site in compliance with the Lehigh County Act 101 MSW Plan, then the Contractor shall submit a letter (or other similar documentation) to that effect, identifying the specific transfer facility and disposal site, the amount (percentage, tonnage, areas, etc.) that will be sent to such facilities, and the starting and ending dates for such utilization in accordance with the Lehigh County Act 101 MSW Plan.

(b) If the Contractor intends to or is utilizing a transfer station or disposal site which is not in compliance with the Lehigh County Act 101 MSW Plan, then the Contractor shall submit the following documentation at least thirty (30) days before any such utilization of a transfer station or disposal site which does not comply with the Lehigh County Act 101 MSW Plan, and at least thirty (30) days before any such change in or to utilization of such a facility, or a substantial change in any of this information.

(i) Owner: Name, mailing and physical addresses, telephone number, contact person, and name and the owner of each such facility.

(ii) Operator: Name, mailing and physical addresses, telephone number, contact person and name of the operator of each such facility (if different from the owner).

(iii) Financial statements for the owner and operator (if different) of each such facility, as of the most recent fiscal year.

(iv) Regulatory Agencies: Name, mailing and physical addresses, telephone number, contact person name and title, of or for each federal, state, county, local, or other governmental agency, institution, or business entity having jurisdiction over each such facility.

(v) Identification and true, correct, and complete copies of any and all regulatory and/or operating permits, and orders, including any and all terms, limitations, and relevant conditions.

(vi) Identification and true, correct, and complete copies of any and all civil and criminal actions, suits, claims, citations, fines, notices, orders, assessments, prosecutions, information, indictments, revocations, or investigations, hereinafter collectively referred to as “proceedings”, that have been commenced, threatened, served, issued, publicly announced, in progress, settled, consented to, reduced to judgment or discontinued, whether by any person or governmental entity, either by or against the Contractor, or affecting the Contractor or any of its assets or properties or any such facility or its owner or operator, within the last five (5) years or still pending as of the date of submission to the Township, which are intended to or which may lead to suspension, revocation, termination, or similar action which will or may result in the impairment of that facility’s ability to lawfully transfer, transport, or

dispose (as the case may be) of the MSW under this Contract.

(vii) The Contractor shall also provide, for each such proceeding, its caption and the name, address, and telephone number of the adverse attorney or party in each such proceeding, which the Township may contact to confirm the allegations and status of each such proceeding.

(viii) Concise narrative regarding the current status of all items under (v) and (vi) above.

(c) The Contractor may be disqualified and rejected or terminated as not qualified or capable of performing this Contract if the listing or proceedings indicates that the Contractor or its properties or facilities are subject to such proceedings at a rate greater than normal or average for the industry; or which indicate a repeated pattern of disregard for environmental laws; or which could have, if determined or decided against Contractor or its assets, properties, or facilities, a material adverse effect upon Contractor or its future financial stability, or ability to meet the requirements of this Contract.

3.4.11. Township Point of Contact

All dealings, communications, contacts, etc., from the Contractor to the Township shall be directed by the Contractor to the Township Manager or his/her designated Township representative.

3.4.12. Public Notice and Advertisements

The Contractor shall prepare, place and pay for public notices, in the form of “display” type advertisements, in *The Morning Call* newspaper for each of the following occasions, events, or activities under this contract. Each such public notice and advertisement shall be placed and run a maximum of two (2) times, on dates to be established or approved by the Township in view of the circumstances.

(a) Changes in either the scheduled days or districts for collection in all or part of the Township, per Section 3.4.2(c)-Days and Routes of Collection. The advertisement shall appear two (2) times, once per week in each of the two (2) weeks before the changes become effective.

(b) Suspension of collection on either a holiday or its official day of observance, and collection on a substitute or rescheduled collection day, per Section 3.4.5-Holidays. The advertisement shall appear two (2) times, once generally on the day of the holiday or its day of observance or the day before, and once in one of the three (3) days preceding the holiday or its day of observance.

SECTION 4.0 RECYCLING

4.0. Recycling

4.1. General

4.1.1. Background

All requirements of Section 3 concerning but not limited to hours of operations, storage, route, holidays, complaints, collection equipment, hauling, and point of contact stipulated for municipal waste, unless otherwise expressly stated, apply with equal force to the collection of recyclables as if more fully re-stated in this Section 4. The Contractor's price called for in each Option shall include accepting, processing and marketing of all Recyclables.

4.1.2. Referenced Ordinances

Following is a list of the Codified Ordinances of the Township of Salisbury in Chapter 20—Solid Waste, which may affect the Contractor's operations under this Contract, by their effect on either the Township's residents, the Contractor, or both. These Ordinances are available for review on the Township's website at www.salisburytownship.org or at the Township Municipal Building during normal business hours. Copies may be obtained upon payment of the costs of copying. The Township reserves the right to amend these Ordinances as the Township may see fit from time to time in its sole discretion, in order to conform to the terms of this Contract, and to comply with current and subsequently enacted federal, state and county laws, ordinances and regulations, etc. All such amendments shall be binding upon Contractor.

4.1.2.1 Part 1 - Solid Waste Management Ordinance of 1990, as amended.

4.1.2.2 Part 2 - Salisbury Township Mandatory Recycling Ordinance.

4.1.2.3 Part 3 - Charges, Bills, and Payments for Residential Municipal Solid Waste and Recycling, as amended.

4.1.3. Cooperative Effort for Public Notice and Education

4.1.3.1 Refer to Section 3.4.12-Public Notices and Advertisements

4.1.3.2 In addition, the Contractor will publish a newsletter one time per year at the Contractor's expense, and may post notices and provide public education on the Township website.

4.1.4. Ownership-Marketing

(a) Once collected, all recyclables shall be the property of the Contractor.

(b) The Contractor shall have the sole responsibility to collect and transport all curbside recyclables to a recycling disposal site of the Contractor's choice and

to market all recyclables collected. The Contractor shall provide information on the disposal site per the attached Questionnaire. Recyclables shall not be disposed of in any landfill, incinerator or other disposal site, without prior documentation of unavailability of markets and approval by the Township.

4.2. Curbside Program

4.2.1. Items to Be Recycled

4.2.1.1 The Contractor shall collect the following items curbside:

(a) Paper

- (i) Newspaper and inserts
- (ii) Magazines and catalogs
- (iii) Junk mail, envelopes, file folders, shredded paper
- (iv) Office white, colored and computer paper (staples and paper clips ok)
- (v) Corrugated cardboard boxes
- (vi) Cereal, tissue, gift boxes, etc. (remove liners)
- (vii) Paper bags (NO plastic bags)
- (viii) Phone books

(b) Containers

- (i) Aluminum cans (beer and soda)
- (ii) Glass bottles and jars (food and drink only)
- (iii) Metal food cans and lids (tin/steel)
- (iv) Wax-coated boxes or cartons (Milk and juice)
- (v) Plastic bottles, jars, tubs and containers labeled #1-7 (Soda, water, milk, juice, liquor, shampoo, detergent, condiments, salad dressing, yogurt, margarine, pet food, etc.

(c) Unacceptable Materials

- (i) Plastic bags, plastic wrap
- (ii) Plastic cups and items without a recycling logo

- (iii) Styrofoam, packing peanuts, bubble wrap
- (iv) Aluminum foil, foil plates or pans
- (v) Pizza boxes
- (vi) Tissues, paper towels, napkins, books
- (vii) Toys, electronics, batteries
- (viii) Metal pots and pans, small appliances
- (ix) Ceramics, dishes, coffee cups, drinking glasses
- (x) Glass cook/bake ware (Pyrex, Vision Ware, etc.)
- (xi) Window glass, mirrors, light bulbs
- (xii) Metallic or coated paper
- (xiii) Food waste, yard waste, diapers, garbage
- (xiv) Hangers, electrical cords, garden hoses
- (xv) Medical waste, medicine, syringes, needles
- (xvi) Flammable, hazardous or toxic materials
- (xvii) Propane tanks
- (xviii) Aerosol and paint cans
- (xix) Construction materials.

4.2.1.2 Representations Regarding Preparation and Placement of Recyclable Materials

The Township has enacted (and may amend from time to time) an Ordinance regulating the preparation and placement of recyclable materials which is summarized as follows:

- (a) All cans, glass and plastic will be rinsed of all excess food.
- (b) Corrugated cardboard shall be flattened.
- (c) All recyclables shall be placed at curbside by 6:00 a.m. on the day of the collection. Contractor may, but need not, pick up recyclable items placed curbside after that time.

4.2.1.3 Collection Schedule

Collection of recyclables will be made one (1) time per week, which shall be on the same collection day as MSW collection. The Contractor shall not begin this collection prior to 6:00 a.m. or continue after 7:00 p.m. on the same day, Monday through Saturday. See Section 3.4.1-Hours of Operation for adjustments to the collection hours. **Please Note:** The Township is allowing, in at least one of the Options, the Contractor to devise a schedule other than the current Monday through Saturday based on their knowledge and expertise. A map of the current collection routes and days is provided with these Specifications as an Attachment. Said map is provided for information only and it will be up to the Contractor to physically determine the feasibility of their proposal under these other Options.

4.2.1.4 Recyclable Hauling

Recyclables collected curbside shall be hauled by Contractor to a recycling facility of Contractor's choice. The price bid for Recyclable collection shall include collection, transportation and disposal charges.

4.2.2. Intentionally Omitted

4.2.3. Intentionally Omitted

4.2.4. Freon Appliances

Resident must notify the Contractor, by telephone, when the item is placed curbside. The Contractor must collect this item within one (1) week of the notification. Residents will purchase a Freon decal at the Township Building to affix to their Freon Appliance (s) to be picked up.

(a) The Contractor shall provide Freon decals/stickers to the Township at the applicable unit price as set forth on the "Price Sheet" attached hereto in the quantity and at the times requested by the Township. Residents will purchase a Freon decal/sticker from the Township at the Township Building to affix to their Freon Appliance(s) to be picked up.

(b) Contractor shall not pick up any Freon Appliance that does not bear a Salisbury Township Freon decal.

(c) Freon appliances with a Salisbury Township Freon decal must be taken to and disposed of at an EPA or DEP authorized dealer, as approved by the Township, to have Freon removed.

(d) At the conclusion of the Contract term, the Township shall receive a credit for previously purchased "Freon decals/stickers that are returned to the Contractor unused.

4.2.5. Christmas Tree Collection Program

Contractor shall pick up Christmas trees curbside throughout the month of January, as designated by contractor, with approval by the Township, subject to adverse weather conditions. The trees shall be disposed of by the Contractor at a permitted compost facility of Contractor's choice. Contractor shall be reimbursed by Township for compost facility charges associated with Christmas tree disposal.

4.2.6. Township-wide Leaf Waste Collection Program

The Contractor is not responsible for the collection from residential areas and disposal of leaf waste raked to the curb in Fall. The Township Public Works department will collect leaves in the Township.

4.3. Drop Off Centers

4.3.1. General

The purpose of this Section is to describe the operation of the Township "Drop off Centers" at Franko Farm Drop Off Center along Honeysuckle Road and Devonshire Drop Off Center, along Devonshire Road. The centers house containers for grass waste. The Township reserves the right to close its Drop Off Centers at any time during the Contract.

4.3.2. Dates of Operation

The Drop Off Centers shall be in operation from April 1 through November 30 and shall be open 3 days per week, Monday, Thursday, and Saturday, with only one site being open on alternating weeks. The Township shall have the right to change the operation days. Additional days of operation may be added as determined by the Township in its discretion from time to time.

4.3.3. Grass Waste Operation

4.3.3.1 Containers

The Contractor shall furnish, place, remove, and replace "roll-on/roll off" type containers on the designated pads at the Drop Off Centers, for use to collect, transport and dispose of Grass Waste. The Contractor shall be responsible to transport the containers to a permitted compost facility at Contractor's cost for transportation only. The Township shall pay the composting center directly for container grass waste delivered to it by the Contractor for disposal. The cost shall be noted on the Price Sheet. Contractor shall be paid for pickup, transportation and drop off of grass waste.

(a) The Contractor will furnish two (2) thirty (30) cubic yard roll off containers for the Drop-Off Centers. Normally, a minimum of one (1) container will remain at each of the Drop-Off Centers at all times; however, there may be periods during the year that will require additional containers or a lesser number of containers. The Township shall have the right to approve or reject the design, appearance, and placement of the containers if, in the opinion of the Township,

they do not conform to the requirements of this Contract, the limitations of the site or the appearance of the Township area.

(b) The height of the containers shall not exceed ~~six (6)~~ four (4) feet above the ground without prior Township approval.

(c) The containers or equivalent replacements shall be dedicated to and remain at the Drop Off Center at all times during operating hours, except for when those containers are actually being transported to a disposal location. Further, at least one (1) such container shall remain at the Drop Off Center at all times during operating hours.

(d) All containers shall be free from hazardous wastes and all other objectionable materials or substances.

(e) Contractor shall bill the Township on a monthly basis for the total number of tons of Grass waste collected and transported from the Drop Off Centers. Contractor shall provide TIMELY VERIFIED WEIGHT SLIPS from the disposal facility to the Township to substantiate the tonnage invoiced for disposal fees.

4.3.3.2 Emptying Containers

The Contractor may schedule the transportation and emptying of the Grass waste containers at the Contractor's convenience. However, each day when the Drop-Off Center opens, all Grass Waste containers, except one, shall be completely empty.

Failure to comply or to conform to the requirement shall constitute a violation of this Contract, for which the Township may impose penalties as set forth elsewhere in these Specifications.

4.3.3.3 Disposal

All Grass waste which is collected and placed in the containers shall be transported and disposed in accordance with all applicable federal, state, Lehigh County, and Township laws, ordinances, and regulations.

SECTION 5.

GENERAL CONDITIONS

5.0 General Conditions

5.1. Compliance with Law and Monitoring/Reporting of Non-Compliance

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Conditions herein stated shall govern the obligations of the Contractor where there exists conflicting Ordinances of the Township on the subject.

The Township shall be responsible for preparing, enacting and enforcing comprehensive ordinances regulating and enforcing the storage, collection and placement of both MSW and recyclables from residential establishments.

The Contractor shall report to the Township in writing all instances of apparent non-compliance by anyone with either Township ordinances or this Contract with regard to both MSW or recycling collection or disposal, within seventy-two (72) hours of becoming aware or on notice of that non-compliance.

5.2. Effective Dates

The Contract shall be effective, enforceable, and in force upon the execution of the Contract by the Contractor and the Township. Performance of such Contract shall begin on January 1, 2021.

5.3. Contract Duration and Contract Years

This Contract shall be for an initial term beginning upon the Effective Date of the Contract and ending either December 31, 2023 or December 31, 2025 if the Township elects to award a five-year contract. This Contract shall automatically be extended for up to five (5) successive additional one-year Contract Years, at the Bid prices for the last Contract Year (Contract Year No. 3 or No. 5 depending on the initial term hereof), unless either party notifies the other party in writing, not less than sixty (60) days prior to the expiration of the initial term or any successive extended Contract Year, of that party's intentions to terminate this Contract. Any such notice shall be served by Certified or Registered Mail, return receipt requested.

Within the initial term of this Contract, the Township only shall have the additional option to terminate the Contract at the end of each Contract Year, without further liability or obligation to the Contractor, by providing at least sixty (60) days written notice in advance of such termination.

5.4. Affirmative Action/Equal Employment Opportunity/Non-Discrimination Requirements

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

5.4.1. General and Authorizing Laws and Regulations

Contractor expressly agrees to be subject to, and shall comply with all applicable contract clauses and provisions required by federal, state or local laws, ordinances, rules, regulations, and orders which prohibit discrimination in hiring or employment opportunities, and which are required in this Contract including, but not limited to, the following, which are included herein by reference, as each may be amended from time to time:

- (a) Equal Opportunity Clause (41 CFR 60-1.4);
- (b) Presidential Executive Order No. 11246 of September 24, 1965, especially Section 202 thereof.
- (c) Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4);
- (d) Affirmative Action Clause for Handicapped Workers (41 CFR 60-741.4) of the Office of Federal Contract Compliance Programs (“OFCCP”) rules (Appendix III:F);
- (e) Certification of Non-segregated Facilities Clause (41 CFR 60-1.8; 41 CFR 1-12.803-10);
- (f) Title I, Americans with Disabilities Act (28 CFR 36), especially Section 503 thereof.
- (g) Title VI of the Civil Rights Act of 1964, as amended.
- (h) Rules, regulations, and relevant orders of the U.S. Secretary of Labor issued under any of the foregoing.
- (i) In addition, the Contractor agrees and certifies, if applicable, that Contractor has developed a written affirmative action compliance program (41 CFR 60-1.40 (a)) and annually files standard Form 100 (EEO-1) (41 CFR 60-1.7 (a)).”

5.4.2. Affirmative Action and Non-Discrimination Basis

Contractor shall take affirmative action to ensure that Contractor shall not discriminate because of:

- (a) race
- (b) color

- (c) religious creed
- (d) physical or mental handicap
- (e) disability
- (f) ancestry
- (g) national origin
- (h) age
- (i) sex

against the Protected Persons which are the subject of Section 5.4.3, in the Employment Activities which are the subject of Section 5.4.4.

5.4.3. Protected Persons

The provisions of this Affirmative Action/Equal Employment Opportunity/Non-Discrimination Section shall apply to all of the following persons:

- (a) any employee
- (b) agent
- (c) applicant for employment
- (d) independent contractor
- (e) any other person

5.4.4. Employment Activities

The provisions of this Section shall apply to any and all of the following Employment Activities and actions by the Contractor, for any position for which a Protected Person is qualified, including but not limited to:

- (a) employment
- (b) advances in employment
- (c) upgrading
- (d) demotion
- (e) transfer
- (f) recruitment or recruitment advertising

- (g) layoff or termination
- (h) rates of pay or other forms of compensation
- (i) selections of training, including apprenticeships
- (j) all other activities during employment, and employment practices.

5.4.5. Posting of Notice

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and all other persons, a true, correct, and complete copy of this Affirmative Action/Equal Employment Opportunity/Non-Discrimination Section, or in a form as prescribed by the Director of the Office of Federal Contract Compliance Programs, as provided by or through the Township. Such notices shall state the Contractor's obligations not to discriminate, and Contractor's obligations to take affirmative action in accordance with the General and Authorizing Laws and Regulations identified in Section 5.4.1, above.

5.4.6. Advertisements

In all solicitations or advertisements or requests for employees placed by Contractor or on Contractor's behalf, Contractor shall state that all qualified applicants will receive consideration for employment without regard to any of the Affirmative Action and Non-Discrimination Basis set forth in Section 5.4.2.

5.4.7. Notice to Unions and Employment Agencies

Contractor shall notify each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative that Contractor is bound and committed to this Affirmative Action/Equal Employment Opportunity/Non-Discrimination Section. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

5.4.8. Discrimination by Unions or Employment Agencies

5.4.8.1 Use of Other Procedures

Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this Affirmative Action/Equal Employment Opportunity/Non-Discrimination Section, then Contractor shall employ and fill vacancies through other nondiscriminatory employment procedures.

5.4.8.2 Delegation Not a Defense

Therefore, compliance with this Affirmative Action/Equal Employment Opportunity/Non-Discrimination Section is not delegable to any union, training program, or