

NOTICE

The Borough Council of the Borough of Ambler, Montgomery County, Pennsylvania, will accept sealed proposals until 11:00 a.m., prevailing time, on October 30, 2025 for **Municipal Solid Waste Including Yard Waste and Recycling Collection Service for the period from January 1, 2026, through December 31, 2030.** Bid proposals will be accepted at the Borough's administrative offices at 131 Rosemary Avenue, Ambler, PA 19002.

All bid proposals shall be properly executed in ink without alterations and shall be complete. All bid proposals must be accompanied by a certified check or bid bond in the amount of 10% of the first year's total proposed cost as set forth in the bid response. Specifications and bid forms may be obtained at no cost from the offices of the Borough of Ambler at the address above from 8:30 am – 4:00 pm, Monday through Friday, except holidays. Bid forms may also be obtained on the Borough's website. The successful bidder will be required to post a performance bond in the amount of one hundred percent (100%) of the bid price for all applicable years.

Bid Proposals will be opened on October 30th, 11:00 a.m., at Ambler Borough Hall, 131 Rosemary Ave., Ambler.

Borough Council reserves the right to reject any or all bids or parts thereof and to waive any defects or irregularities in a bid where the defect is not related to a statutory requirement or where the defect is immaterial and waiver does not confer a competitive advantage over other bidders.

Borough of Ambler

Kyle Detweiler, Borough Manager

INSTRUCTIONS TO BIDDERS
2026-2030 TRASH/RECYCLING BID

A. BID FORM:

All bids must be submitted in conformity with the requirements of the advertisement for bids, the Instructions to Bidders, the Detailed Specifications, and the Contract Form. All bids must be submitted on the Proposal Forms furnished for the purpose, and shall include all materials and information required by the Instructions to Bidders, Detailed Specifications, and Contract Form, including, but not limited to, a completed Non-Collusion Affidavit.

Proposal Forms shall be enclosed, sealed and clearly marked "Solid Waste/Recycling Collection", so as to safeguard against opening prior to the time set therefore. No responsibility will attach to the Borough of Ambler for the premature opening of, or the failure to open, a bid not properly addressed and identified.

The Contract Form included with the bid documents provides for a three (3) year term with two potential 1-year extensions (at the Borough's discretion) for a total of up to five (5) years. There is also an alternate bid request in which there is cart-only collection using an automated collection system with a single operator, as more fully described in the Contract Form. The bid will also include a unit price for 20 cubic yard and 30 cubic yard roll-off containers as requested by the Borough on an as-needed basis. All bids will include pricing on a per dwelling unit basis and will state the total for each year of the contract for both the primary and alternate bids.

A Sealed Proposal must be addressed to Kyle Detweiler, Borough Manager, Borough of Ambler, 131 Rosemary Ave., Ambler, PA 19002 and in the hands of the Borough Secretary prior to **11:00 a.m., prevailing time, on October 30, 2025).**

Any bids received after the deadline by which they are to be received are late bids. Such late bids will not be considered, but will be held unopened until the time of award and then returned to the bidder.

The detailed specifications that are a part of the contract documents are incorporated here by reference and by submitting a bid, the bidder acknowledges an understanding of them and an ability to comply with them.

B. FAMILIARITY WITH BOROUGH.

The successful bidder is responsible for being familiar with the Borough and to know the location, means of access, and all other features and conditions necessary for the successful bidder to make timely performance of the services. All costs and expenses of delivery of every kind, type or nature of service shall be the responsibility of the successful bidder. The successful bidder, its agents or representative shall be responsible for providing all services in accordance with all federal, state and local laws, regulations, codes and ordinances.

C. BID GUARANTY:

Each bid must be accompanied by a bid guaranty, which shall be for an amount equal to ten percent (10%) of the proposal amount. **Any Bid received without the required Bid Security shall be rejected.** The bid guaranty may be, at the option of the bidder, by certified check or Bid Bond. Cash deposits will not be accepted. Certified checks shall be made payable to the "Borough of Ambler". A Surety Bond from a Pennsylvania licensed surety, in form and substance satisfactory to the Borough and issued by a surety company which is listed in the most recent revision of U.S. Treasury Department Circular, 570, and signed by its Pennsylvania licensed resident agent of the company., accompanied by a power of attorney of the surety company dated the date of the Surety Bond and otherwise in form and substance acceptable to the Borough. The penal sum of the Bond shall be in a specific dollar amount representing ten percent (10%) of the full amount (term) of the Contract including any option years, and the Bond must be signed by a Pennsylvania licensed resident agent on behalf of the Surety. The bid guaranty will be forfeited in the event the successful bidder fails to enter into a written contract with the Borough in accordance with the proposal within twenty (20) days after the award of the contract, including delivery of the surety bond required herein. Certified checks of unsuccessful bidders will be returned within thirty (30) days of the award of the Contract.

D. CONFLICT OF ORDINANCE AND SPECIFICATIONS:

In the case of any conflict in requirements as set out by the Ordinances and Detailed Specifications, the Ordinances shall take precedence over the Detailed Specifications.

E. PERMITS AND LICENSES:

The successful bidder shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of this work. A copy of the Disposal Permit shall accompany the bid, along with evidence of good standing with PA DEP. Bidders shall provide evidence of capacity for disposal of all materials to be disposed of

under and pursuant to the Contract Documents by including a verification from the disposal facility signed by the president, owner, and/or person otherwise authorized to bind the facility, stating that the bidder is guaranteed disposal capacity for the full term of the contract, including any option years.

F. SURETY BOND:

The successful bidder shall, within twenty (20) days after notification of award of the contract, give the Borough of Ambler a performance bond in the amount of 100% of the total contract price. The surety bond may be reduced, at the reasonable discretion of the Borough, on each anniversary of the contract to reflect the remaining work to be performed under and pursuant to the contract. The amount of any annual reduction shall be approved by Borough Council, in its reasonable discretion. The surety company shall be an approved surety company authorized to do business in the Commonwealth of Pennsylvania, for the services required above; conditioned that he/she shall comply in all respects with the terms and conditions of the contract, and his/her obligation hereunder, including the specifications, and any renewals thereof, and shall indemnify and save harmless said Borough of Ambler against or from all cost, expense, damage, injury, or loss to which the Borough of Ambler may be subjected by reasons of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the contractor, his/her agents or employees in or about the execution or performance of the contract, including said specifications, and shall save and keep harmless said Borough of Ambler against and from all claims or losses to it from any cause whatsoever, including but not limited to patent infringements, in the matter of completing said contract. Further, the bond shall entitle the Borough of Ambler, in the event of a default under the terms of the bond, to collect all or such part of the proceeds of the bond as necessary to provide the service provided for herein, even though the Borough does not itself pay the cost of services. The bond shall be subject to the approval of the Borough Solicitor. A consent of surety shall be submitted with the bid, executed by a surety company complying with the above requirements, evidencing that the surety unconditionally agrees to furnish the performance bond required herein for the entire term of the contract, along with any extensions thereto.

The Consent of Surety shall state that the Surety Company in question unconditionally agrees to furnish the proper Performance Bond and a Labor and Materials Bond in the amount of Once Hundred Percent (100%) of the full amount of the Contract Award, including Option Years. Failure to submit the required Consent of Surety at the time the Bid is submitted shall result in the disqualification of the Bid from consideration for award.

G. NON-COLLUSION AFFIDAVIT

In accordance with the Pennsylvania Anti-bid Rigging Act that became law on October 23, 1983, the Borough requires each bidder to complete and return the Non-Collusion Affidavit. The Affidavit is to be completed as follows:

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

2. 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/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.
3. 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.
4. 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.
5. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

H. CONFLICT OF INTEREST.

A conflict of interest may take various forms but exists if a significant financial interest or other opportunities for tangible personal benefit may exert a substantial improper influence upon an employee, contractor or professional. A conflict of interest may exist when there is a divergence between private interests of an employee, contractor or professional and his, her or its obligation to the Borough such that: (i) a reasonable and independent observer might rationally question whether the employee's professional responsibility might be influenced by considerations of gain or financial interest for either the employee, contractor or professional or their family or for other parties; or (ii) a reasonable and independent observer might rationally conclude that the conflict of interest undermines the integrity of any business of the Borough. A conflict of interest encompasses not only situations that are in fact improper, but also situations where a reasonable and independent observer might rationally observe the appearance of impropriety. This includes any potential conflicts of interest that are yet unrealized or that may be perceived by others to be conflicts of interest. For purposes of this notice, the family of any employee, contractor or professional shall include his or her spouse or companion, his or her siblings and their spouses or companions and his or her descendants and their spouses or companions. **All bidders must provide with the bid a listing of current or potential conflicts of interest with respect to providing goods and/or services to the Borough of Ambler as contemplated by this project.** The successful bidder

shall provide notice to the Borough of any actual or potential conflicts of interest that exist or arise in the course of providing goods and/or services to the Borough of Ambler.

I. VERIFICATION OF INSURANCE COVERAGE:

Contractor shall furnish, with its bid, the Borough with certificates of insurance and with original endorsements demonstrating the coverage, and in the form, required by the Detailed Specifications included herewith for the entire contract term. The certificate shall state a description of the work being performed. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's insurance agent shall indicate on the certificate or by separate letter, that the limits required herein and shown on the certificate have not been reduced by an outstanding claim. The certificates and endorsements are to be received and approved by the Borough prior to award of bid. Policies and insurers shall be subject to approval of the Borough. Insurance must be current through the entire contract period.

The Certificate of Insurance shall designate and name the Borough as an additional insured and shall, at a minimum, provide the following coverages:

- General Public Liability Insurance (non-automotive) for personal injury and damage to property shall not be less than \$3,000,000 for each occurrence and \$5,000,000 aggregate and for property damage in the amount of \$500,000; Umbrella/Excess coverage limits may be used to meet these requirements.
- Automobile Liability Insurance, including primary combined single limit coverage and excess auto liability coverage shall not be less than \$1,000,000 for each occurrence and for property damage in the amount of \$50,000; Umbrella/Excess coverage limits may be used to meet the requirements. Coverage to include Form CA99 48 Pollution Liability – Broadened Coverage.
- Workers; Compensation coverage shall not be less than the statutory minimum, and employer liability coverage shall not be less than \$1,000,000 for each occurrence. Claims based on statutory constitutional requirements; those claims commonly called civil rights claims.
- Umbrella/Excess Liability coverage shall not be less than \$10,000,000.
- Pollution Liability Coverage shall not be less than \$2,000,000 per occurrence or \$4,000,000 aggregate.

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

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. Such insurance policies shall be on an "occurrence basis," with the exception of pollution coverage, which may be on a "claims made" basis. Insurance written on a "claims made" basis, other than pollution liability, shall not satisfy the requirements of this agreement. The Contractor shall deposit with the Borough Manager the original policies of insurance herein referred to or true copies thereof prior to commencing work under the Contract.

Each and every policy of insurance maintained in accordance with the terms of the Specifications or the Contract entered thereunder shall carry with it language to the effect that the insurance carrier will convey to the Borough, by certified mail, return receipt requested, written notice of any modifications, alterations or cancellations of any such policy or policies or the terms thereof; and said written notice must be received by the Borough at least sixty (60) days prior to the effective date of any such modification, alteration or cancellation. If such modifications fail to meet the minimum requirements set forth herein, the Contractor shall be deemed to be in default and the Borough shall terminate this agreement as of the effective date of said change, and insurance coverage and the surety on the Performance Bond may be held responsible by the Borough for the resulting losses. Failure to provide the required Certificate of Insurance in compliance with all of the above requirements at the time that the Bid is submitted shall preclude a Bid from being considered for acceptance.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverages to obtain policies which shall protect the Borough from any and all claims whatsoever in nature regardless of the deviation of said claim and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage, or any other claim of damage which may be incident to the same.

J. BIDDERS PRESENT:

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present whether in person or by representative.

K. AWARD OF CONTRACT:

The contract will be awarded to the lowest responsible bidder complying with the conditions of the advertisement for bids, provided its bid is reasonable, and it is in the best interest of the Borough to accept it. Borough Council, however, reserves the right to reject any and all bids without making explanation to anyone, or to waive informalities and minor irregularities in the bids where doing so does not confer a competitive advantage over other bidders or where the irregularity being waived is not a statutory requirement.

(5) _____,
(Name of Company)

its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that

(Name of Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by the Borough of Ambler in awarding that 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 Borough of Ambler of the truth relating to the submission of bids for this contract.

Signature: _____

Name:

Position/Title:

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

Notary Public

Notary Seal:

NOTE: The above Notary's acknowledgment must be completed, signed and Notary seal placed.

**DETAILED SPECIFICATIONS FOR THE COLLECTION,
CONVEYANCE, AND DISPOSAL OF SOLID WASTE AND
RECYCLING AS ADOPTED BY THE BOROUGH OF AMBLER**

A. GENERAL REQUIREMENTS.

1. All solid waste and recyclable collection shall be performed in accordance with these Detailed Specifications, the Instructions to Bidders, and the Contract Form. The said Contract Form and Instructions to Bidders are hereby made a part of these Detailed Specifications. These Detailed Specifications, the Instructions to Bidders, and the Contract Form shall be referred to herein as the “Contract Documents”.
2. The successful bidder (also referred to herein as the “contractor”) shall use equipment described in the attached proposal for the regular collection of garbage, ashes, yard waste, rubbish, bulk items and recyclables once a week on the same day of each week; day and time to be fixed at the time of acceptance of the bid.
3. The contractor shall identify, with its bid, a designated disposal site which must have a current permit issued by the PA DEP. The contractor must maintain the permit throughout the contract period and must produce evidence that the contractor is permitted to use the designated site for the purposes required by the Contract Documents for the life of the contract.
4. The successful bidder shall supervise and direct the work efficiently and with its best skill and attention. The successful bidder shall be solely responsible for the means, methods, techniques, sequences and procedures of work and shall be responsible to see that the finished work complies with the Contract Documents and applicable permits as required.

5. The successful bidder shall provide only competent, suitably trained and qualified personnel to perform the work as required by the Contract Documents and shall furnish all materials, equipment, labor, transportation, machinery, tools, fuel, power, sanitary facilities and all other facilities and incidentals necessary for the completion of the work.
6. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and shall comply with all requirements and regulations of OSHA, and other federal, state, and local governments and agencies pertaining to such work. The successful bidder will comply with all state, federal, and local laws.
7. The successful bidder shall not assign its rights under the bid awarded, in whole or in part, without the prior written approval of Borough Council, which permission can be withheld in Council's sole discretion.
8. The successful bidder shall comply with the provisions of the following Acts, as amended from time to time, as applicable: Act of March 23, 1978, (P.L. 6, No. 3) known as the "Steel Procurement Act"; Act of October 28, 1983 (P.L. 176, No. 45), known as the "Antibid-Rigging Act"; Act of December 20, 1967 (P.L. 869, No. 385), known as the "Public Works Contractors' Bond Law"; Act of August 15, 1961 (P.L. 987, No. 442), known as the "Pennsylvania Prevailing Wage Act"; Act of November 26, 1978 (P.L. 1309, No. 317), known as the "Award and Execution of Public Contract Law"; Act of February 17, 1994 (P.L. 73, No. 7), known as the "Contractor and Subcontractor Payment Act"; Act of January 23, 1974 (P.L. 9, No. 4), referred to as the "Public Contract Bid Withdrawal Act"; Act of April 4, 1984 (P.L. 193, No. 40), known as the "Motor Vehicle Procurement Act"; and Act of December 29, 1970 (P.L. 91-596), referred to as the "Occupational Safety and Health Act of 1970".

9. The Borough reserves the right to revise or amend any plans or specifications prior to the date scheduled for bid opening. In the event plans and/or specifications are revised or amended, such revisions or amendments will be provided by use of an addendum which will be provided to all prospective bidders.
10. The successful bidder shall supervise and direct the work efficiently and with its best skill and attention. The bidder shall be solely responsible for the means, methods, techniques, sequences and procedures of work and shall be responsible to see that the finished work complies with the Contract Documents and applicable permits as required.
11. The successful bidder shall provide only competent, suitably trained and qualified personnel to perform the work as required by the Contract Documents and shall furnish all materials, equipment, labor, transportation, machinery, tools, fuel, power, sanitary facilities and all other facilities and incidentals necessary for the completion of the work.
12. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and shall comply with all requirements and regulations of OSHA, State, and local governments pertaining to such work.

B. COLLECTION SPECIFICATIONS.

1. The contractor shall furnish all labor and equipment and perform all

work necessary to collect, transport, and dispose of garbage, ashes, rubbish, yard waste, and bulk items accumulated in the Borough of Ambler as required by the Contract Documents. The contractor shall further furnish all labor and equipment to perform all work necessary to collect recyclables in the Borough of Ambler as required by the Contract Documents. Collection charges shall include the disposal cost.

2. As used above and herein, for purpose of bids, the following shall mean:

Ashes: The residue from the burning of wood, coal, coke and other combustible materials for the purposes of heating and cooking. It shall not include the cinders produced in steam-generating plants.

Bulk Items: Large items of solid waste requiring special handling, including but not limited to, large household appliances, furniture, carpet, dehumidifiers, water heaters, air conditioners, microwaves, small amounts of residential construction debris, mattresses, gas or charcoal grills, etc. Bulk items do not include automobiles or parts and tires, yard waste, grass clippings, brush or tree trimmings, petroleum/chemical or other commercial/industrial or household waste, paint, propane tanks, E-Waste and recyclables

Garbage: The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods. It shall not include food-processing wastes from canneries, packing plants, or similar industries, nor large quantities of condemned food products.

Recyclable Materials: Aluminum cans, clear glass containers, plastics, newspaper, and such other materials specified by the municipality to be recycled in the municipality's recycling regulations resulting from this article and as revised from time to time as deemed necessary by resolution of Borough Council.

Recyclable Materials Container: Container that contractor shall provide each unit for

the collection of Recyclable Materials. The container shall be 65 gallons in size and injection molded high density polyethylene plastic body with plastic wheels and a lid. The container shall comply with ANSI Z245.30 and ANSI Z245.60-2008 Standards for Container Safety and Compatibility Requirements.

Rubbish: All waste materials not included in "garbage" and "ashes" except large dead animals, large machinery or vehicles or such other waste materials as are not commonly produced in homes, stores, and institutions.

Solid Waste—General term referring to ashes, garbage, rubbish, and, where applicable, bulk items.

Yard Waste-organic debris from the maintenance of outdoor spaces, including grass clippings, leaves, weeds, branches, and brush.

3. Method of Collection.

The successful bidder shall demonstrate, to the satisfaction of the Borough, that they have adequate equipment, experience, and facilities to perform, successfully, the work called for in the Contract Documents and shall provide to the Borough a copy of its DEP approved Disposal Permit

Collection shall be on a **once-a-week** basis (preferable on Mondays for trash and recycling pickup, and first and third Tuesdays for yard waste) by the use of closed unit vehicles, from the curb of all garbage, rubbish, trash, ashes, and other **refuse materials** generated by single family dwelling and residential properties or apartment buildings with not more than four (4) dwelling units of the Borough of Ambler, Montgomery County, Pennsylvania.

In addition, there shall be a separate collection on a **once-a week** basis and *on the same day* as the refuse described in the previous paragraph, of **single stream (no**

sorting) recyclable materials to include aluminum and metal cans, clear and colored glass, No. 1-7 plastic containers and bottles, cartons, loose metal jar lids & steel bottle caps, newspapers, magazines, brochures & inserts, paperboard boxes (e.g., cereal, pasta & tissue), cardboard beverage carriers, office paper, file folders, greeting cards, regular & junk mail, flattened cardboard, corrugated cardboard and paper bags, paperback books, paper towel rolls and any other non-waxed paper products, generated by the above-described residences, from the curb or alley, and to market the same according to law.

In addition, there shall be a collection on a **once-a-week** basis and *on the same day* as described in the two preceding paragraphs, if practicable, of **one residential** (non-prearranged) **bulk item** per residential unit as described above, with rugs and carpeting being considered as a bulk item if cut into 3-foot lengths and tied, and with the collection of a **white item which must be prearranged by the resident** (stove, water heater, dish washer, refrigerator, air conditioner and dehumidifier with Freon removed if containing Freon and tagged as required by law). Bulk pickup *will not include* tires, windows, construction material or remodeling debris. Contractor shall establish, maintain and make available a toll-free telephone number of which residents of Ambler may use to contact the Contractor to arrange for “white item” pickup and/or to ask questions or report problems. Contractor shall report to the Borough any complaints he may receive from residents and any violations of relevant Ordinances he may observe on the part of the residents. The Borough Manager shall have ability to contact driver for any issues that may arise during the normal collection day.

Refuse and recycling shall also be collected at certain properties owned by Ambler Borough: the Ambler Wastewater Treatment Plant, Ambler Borough Hall, and the Borough Garage.

If there are any properties exempt from pickup, the Borough Manager will

provide those to the successful bidder. At the present time, the Borough is not aware of any exempt properties.

In addition, there shall be a pickup of yard waste as defined elsewhere herein on the first and third Tuesday of each month.

The following details apply to all collections:

- A. Prior to bidding, bidders shall and are hereby directed to inspect the entire municipality to investigate all circumstances affecting the cost and nature of the work specified and shall assume all risks in connection therewith.
- B. The current number of units to be served by this contract is approximately 2,150. The price bid for all years shall be based upon this assumed number of units. The contract price throughout the first year shall be based upon the number set forth in this paragraph, regardless of whether the actual number of Subject Units is lower or higher. The number will be adjusted each January 1st to reflect the actual number of Subject Units at that time. All bidders are advised and cautioned that the Borough makes no

warranty as to the number of Subject Units within the Borough now or at any time in the future. It is the responsibility of each bidder to ascertain the number of Subject Units.
- C. Contractor shall not refuse to collect along any thoroughfare upon which solid waste and recyclables are placed. Contractor shall analyze the Borough's streets to determine the most efficient and effective route of collection, and shall provide that route to the Borough Manager for his review and approval. The routing plan shall include the number of vehicles, types of vehicles and number of personnel to be used.
- D. When a collection day falls on a National holiday, collections will be made

the following day by the successful bidder.

- E. Contractor shall return for missed pickup as requested by the Borough and as further set forth herein..

- F. It is imperative to the Borough that the work to be performed under this contract be of the highest quality and executed in a professional manner. The contractor shall equip, operate and maintain all vehicles and equipment in a manner to prevent any uncontrolled or unintentional release of any contents. All vehicles used by contractor must be watertight; shall be provided with a tight cover; and shall be operated so as to minimize offensive odors and blown, dropped, or spilled materials.

- G. Solid waste and recyclable materials shall be collected in a neat and workmanlike manner, and if by accident or otherwise a liquid spill, dropped, blown or scattered material, shall occur, the Contractor shall be required to clean up same in a neat and clean manner at the time of occurrence. Each collection vehicle shall carry a broom and shovel to be used by the collection crew to clean up any material spilled, dropped, or otherwise scattered upon the ground during collection.

- H. Contractor shall handle all solid waste and recycling containers in such a manner as to avoid damage and shall place (**not throw**) them to the location where found. Failure to provide quality work may lead to the imposition of penalties as set forth in these specifications. The contractor shall replace, at contractor's cost, any broken or otherwise damaged containers within 48 hours, whether damaged by the contractor or through normal wear and tear.

- I. Contractor shall be held responsible for the conduct and deportment of company employees during the performance of their work. Said employees shall not use loud, abusive, profane or lewd language or conduct in performing

their work, or when dealing with municipal employees or the public. Further, said employees shall conduct their work as quietly as possible with a minimum of interference to pedestrian, bicycles and vehicular passageway through the Borough.

- J. Material shall be removed without spilling, loaded in vehicle and delivered to appropriate disposal sites or facility. Vehicles used for the removal of materials shall be specifically designed for the collection and transfer of specified materials to the appropriate facility. Open trucks or trucks covered with tarps are not acceptable.

- K. Material to be collected shall be placed at the designated location in time for collection by the Contractor. In case of dispute, the Borough Manager shall determine the location for placing of containers by a resident. Material receptacles for collection shall be placed along the street or alley abutting the residential property, not within the cartway of a street or alley, and accessible to and not more than 10 feet from the side or curb of the street or alley from which collection is made.

- L. It is recognized that Ambler Borough restricts the number of containers to 10 per residence placed at the curb. Curbside containers (beyond those provided by Contractor pursuant to the contract documents) are to be provided by the residents and shall be water-tight containers not to exceed 36 gallons if non-wheeled and not to exceed 64 gallons if wheeled roll carts. Garbage shall be thoroughly drained and may not exceed sixty (60) pounds in weight per container.

- M. Contractor shall make collections between the hours of 7:00 a.m. and 7:00 p.m., provided, however, that this shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe, or other

condition beyond the control of the Contractor with the concurrence of the Borough Manager.

- N. Should the Contractor's committed schedule not be practicable for any reason and the Contractor must change the collection schedule for any other reason, contractor must notify both the Borough of Ambler and its residents at least two weeks in advance.

- O. If the Contractor determines that recyclables set out are unacceptable due to insufficient preparation of materials he shall follow the following rejection procedure: The Contractor may choose to accept and collect the recyclables or to reject them and leave a sticker or other notification approved by the Borough explaining the proper method of putting out recyclables and by recording the address and reporting it to the Borough.

- P. The Contractor shall supply collection vehicles for the sole purpose of collecting recyclables which are capable of transporting the recyclables in a condition to maximize marketability.

- Q. The Contractor shall leave without damage at the point of collection all recyclable containers which shall be placed once emptied off the street back behind the curb.

- R. Recyclable materials collected by the Contractor must be stored at a recyclables processing & materials recovery facility which has all required permits issued by the appropriate authorities.

- S. The Contractor may not co-mingle recyclables collected in the Borough of Ambler with recyclables from other municipalities and shall submit written tonnage reports

on a monthly basis. The Borough reserves the right to spot check collection vehicles to inspect contents. Such vehicles may be directed to a scale of the Borough's choice for weighing.

- T. Contractor has the total responsibility of recyclables processing and shall bear any and all costs incurred therewith. Any revenues associated with the collection, including those for Department of Environmental Protection performance grants, shall be payable to Ambler Borough.

- U. Costs incidental to the processing of recyclables collected are the Contractor's responsibility and the Contractor shall maintain for submission to the Borough accurate records indicating the tonnage of recyclables collected and delivered to the processing facility under this contract. Records shall be kept on a daily, cumulative monthly and cumulative annual basis and shall be submitted to the Borough as indicated. Certified weight receipts shall be retained by the Contractor. The Borough reserves the right to inspect such records and the recordkeeping procedures at any time during normal business hours.

C. BILLING AND ADMINISTRATION OF DAY-TO-DAY OPERATIONS.

- a. Borough shall pay Contractor on a monthly basis, in twelve equal installments for the annual cost for services under the Contract Documents. In the case of year 2026, the Borough shall pay contractor in nine equal installments on a monthly basis.

- b. The Borough will bill its residents directly for the costs associated with the Contract Documents.

- c. The Borough shall be responsible for providing contractor with a list of those properties for which an additional 96 gallon toter for solid waste shall be supplied, or

removed.

d. Contractor shall assign an employee to be the local Ambler Borough Contract Administrator, who will have the full authority to act on behalf of the contractor. The contractor shall provide to the Borough, in writing, the name and contact information of the Contract Administrator. The Contractor shall promptly notify the Borough, in writing, of any changes. Each day, during the hours of 7:00 a.m. and 9:00 p.m. that the Contractor's crews are working in the Borough, the Borough Manager, or his/her designee shall have the ability to directly contact the Contractor's Contract Administrator by telephone, toll free and/or email. If an event would occur that would deviate from the standards set in the contract (*i.e.* change to pick up schedule, missed collections, spills, etc.) it is required that the contractor contact the Borough Manager, Borough Secretary, or his/her designee, to report such non-compliance **prior** to 4:30 p.m. prevailing time on the day of occurrence. Should the deviation occur after 4:30 p.m., the notification shall be made on the morning of the next business day by 8:00 a.m.

e. Customers shall be permitted to contact Contractor directly, or the Borough directly, with customer service issues and complaints. The contractor shall inform the Borough Manager or her designee of all complaints received by contractor from customers receiving services under and pursuant to the Contract Documents, within 24 hours of receipt of same. Where appropriate (*i.e.* with respect to billing questions) Contractor shall direct customers to the Borough Manager or his/her designee.

D. INSURANCE AND INDEMNIFICATION.

1. Each bidder shall be required to show that it accepts, insofar as the work covered by the Contract Documents is concerned, the provisions of the Workmen's Compensation Act of 1915, and the supplements and amendments thereto, and that he will insure his liability thereunder prior to signing a contract with the

Borough for this work.

2. The successful bidder will agree to indemnify and save harmless the Borough of Ambler from any and all actions or causes of action, claims, demands, liabilities, loss, damage, or expense of whatsoever kind and nature, including counsel or attorney's fees, which the Borough of Ambler shall or may, at any time, sustain or incur by reason or in consequence, directly or indirectly, of the successful bidder's performance, or non-performance of work under the Contract Documents.

3. The successful bidder will submit proof of insurance for the following coverages and in the following amounts.

- General Public Liability Insurance (non-automotive) for personal injury and damage to property shall not be less than \$3,000,000 for each occurrence and \$5,000,000 aggregate and for property damage in the amount of \$500,000; Umbrella/Excess coverage limits may be used to meet these requirements.
- Automobile Liability Insurance, including primary combined single limit coverage and excess auto liability coverage shall not be less than \$1,000,000 for each occurrence and for property damage in the amount of \$50,000; Umbrella/Excess coverage limits may be used to meet the requirements. Coverage to include Form CA99 48 Pollution Liability – Broadened Coverage.
- Workers; Compensation coverage shall not be less than the statutory minimum, and employer liability coverage shall not be less than \$1,000,000 for each occurrence. Claims based on statutory constitutional requirements; those claims commonly called civil rights claims.
- Umbrella/Excess Liability coverage shall not be less than \$10,000,000.
- Pollution Liability Coverage shall not be less than \$2,000,000 per occurrence or \$4,000,000 aggregate.

4. Each policy above shall be endorsed to provide the Borough with 30 days' notice of cancellation, modification, or material alteration and the Borough shall be listed as an additional insured for all insurance noted above except for workers' compensation insurance.

E. BOND REOUIREMENTS

1. With respect to the contract, the successful bidder shall, within twenty (20) days after notification of award, shall give the Borough of Ambler the performance bond identified at section F of the Instructions to Bidders with an approved surety company authorized to do business in the Commonwealth of Pennsylvania, for the services required above; conditioned that he/she shall comply in all respects with the terms and conditions of the Contract Documents, and his/her obligation hereunder, including the specifications, and any renewals thereof, and shall indemnify and save harmless said Borough of Ambler against or from all cost, expense, damage, injury, or loss to which the Borough of Ambler may be subjected by reasons of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the contractor, his/her agents or employees in or about the execution or performance of the contract, including said specifications, and shall save and keep harmless said Borough of Ambler against and from all claims or losses to it from any cause whatsoever, including but not limited to patent infringements, in the matter of completing said contract.
2. The bond shall entitle the Borough of Ambler, in the event of a default under the terms of the bond, to collect all or such part of the proceeds of the bond as necessary to provide the service as set forth in this agreement, even though the Borough of Ambler does not itself pay the cost of services. The bond shall be subject to the approval of the Borough Solicitor.

E. INFORMATION AND DATA TO BE REQUIRED OF SUCCESSFUL BIDDER.

1. Within three (3) days of the contract award, the successful bidder must deliver to the Borough, in writing and in duplicate, the name, address and phone number of the foreman or other person under whose personal supervision the crews will make collection.

2. Within thirty (30) days of the contract award, the successful bidder must deliver to the Borough, in writing and in duplicate, the detailed collection route it will follow each collection day - from start to finish - as well as the starting time of collection and approximate completion time, which time shall be subject to the approval of the Borough Manager.

3. The successful bidder shall keep the Borough continuously informed, in writing, of any changes made in collection foreman, routes, or schedule, or any other matter that will affect collections.

4. The successful bidder shall give at least (2) week's notice, in writing, to the Borough of any proposed changes in collection routes.

5. When a collection day falls on a National holiday, collections will be made the following day by the successful bidder.

G. MONTHLY PROGRAM REPORTS.

Contractor shall, on or before the 10th day of each month, provide a report for the preceding month to the Borough, which shall be submitted in the form requested. Said report shall include the following information:

1. Weight of recyclables; broken down by newspaper, cardboard and all other materials.
2. Weight of municipal waste disposed of from the community from all types of accounts or establishments served by the contractor.
3. At the Borough's option, weigh slips documenting the delivery of wastes to a certified landfill and weigh slips/receipts for recyclables delivered to

a processing facility shall be submitted with each monthly report for the previous month.

4. The name of the municipality (Borough of Ambler).
5. The contractor's name.
6. The month and year for which figures are being provided.
7. A signature by an authorized representative of the contractor, attesting to the validity of the figures provided.

In addition, Contractor must comply with the reporting requirements of the Borough's solid waste and recycling ordinance and any other requirements specified by the Borough Manager. However, the Borough of Ambler may waive reporting requirements, if in the sole discretion of the Borough, Contractor is providing all required information to the County of Montgomery, and such reports are being furnished by the County to the Borough in a timely manner.

H. DEDUCTIONS FROM MONTHLY PAYMENT.

The successful bidder agrees that the Borough Treasurer shall be authorized to deduct from payments due or to become due the contractor, the following amounts for each offense as a penalty:

- a. For not collecting materials as agreed. Seventy-Five Dollars (\$75.00) per Subject Unit. Each day the violation continues (*i.e.* each day materials are not collected) shall be a separate violation per Subject Unit. For example, if Contractor is 3 days late in collecting trash from 5 Subject Units, the Borough shall be permitted to deduct \$1125.00 (3 days x 5 Subject Units x \$75.00).

- b. For overloading trucks or using leaky or filthy trucks: One Hundred Dollars (\$100.00) each occurrence.
- c. Failure to make any report required by the Contract documents: \$500 for each report not made.
- d. Failure to clean up spilled items: \$250 per occurrence
- e. For collecting materials before 7:00 a.m. or after 7:00 p.m.: One Thousand (\$1,000.00) Dollars per violation with each day of violation occurs representing a separate violation.
- f. For commingling recyclables for curbside collection with solid waste: Five Hundred Dollars (\$500.00) Dollars per violation.
- g. For landfilling recyclables: \$1,000 per occurrence.
- h. Failure to follow daily collection schedule: \$500 per occurrence.
- i. In the event that the penalties hereunder exceed the amount due to contractor under the Contract Documents for the relevant monthly payment, the Borough shall be permitted to deduct the fine from the next due monthly payment, or may invoice contractor for the outstanding balance, at the Borough's sole discretion, and shall have all rights at law and equity to collect such balance. Fines invoiced in this manner shall be paid within 15 days of contractor's receipt of the invoice.

I. MISCELLANEOUS PROVISIONS

1. Termination.

a. If the Contractor defaults on any of its obligations hereunder, Borough shall have all of the following rights and remedies which municipality may exercise singly or in combination, in addition to all other remedies available at law or in equity, including the right to collect reasonable attorney's fees:

1. The right to declare that the contract, together with all rights granted contractor hereunder, is terminated effective upon such dates as municipality shall designate; and
2. right to contract with others to perform services otherwise to be performed by contractor or to perform such services itself.

b. The Borough shall have the right, in its reasonable discretion, to terminate this contract upon Contractor's request to assign the contract, provided that Contractor shall continue to provide services for a minimum period of 3 months (at the request of the Borough) following written notice to the Borough of the proposed assignment to permit the Borough to investigate the feasibility of obtaining a replacement contractor.

c. The Borough's rights hereunder in event of contractor's default shall be in addition to any rights of individuals or entities with whom or which contractor has contracted pursuant to this contract for contractor's services.

2. Force Majeure.

Contractor shall make arrangements to carry forth the transactions contemplated by these specifications notwithstanding unexpected, uncontrollable, and unpreventable occurrences such as unusual weather conditions, temporarily closed streets, etc.; and upon the occurrence of any such event, contractor shall notify the Borough's representative within 4 hours of occurrence or anticipated occurrence and make appropriate arrangements with municipality to carry forth the transactions contemplated by this contract. A presumed reasonable time period for re-commencement of, or remedying missed, service shall be twenty-four (24) hours from the unexpected, uncontrollable and unpreventable occurrence, unless such additional time period is required given the specific circumstances surrounding the event, in which case the Borough shall provide a reasonable extension of time. Following the time period set forth in the foregoing paragraph, the Borough shall be permitted to access fines/deduct payments (*e.g.* for missed service) under the terms of the Contract Documents. The provisions of this paragraph shall not require the contractor to take any action which would endanger the health or safety of any person. The provisions and requirements of this force majeure clause shall apply with equal force to the Borough's obligations hereunder.

3. Increase in Costs.

During the term of this contract the contractor and surety shall continue to be liable for any increase in costs for supplying services or materials, and municipality shall not be responsible for any increase of wages, fuel, tipping fees, taxes, or other costs thereof.

4. Inspection.

The Borough or other authorized representative may inspect the collection

process employed by the successful contractor under the Contract Documents and may require the correction of any improper or deficient performance of the contractor through the contractor's designated representative.

5.Licenses.

The successful bidder is required to secure all required solid waste licenses in order to perform this contract, including licensing requirements imposed by Cumberland County, PA-DEP, or EPA. Any costs related to licensing will be the responsibility of the contractor.

6.Accidents and violations of law.

The contractor shall notify the Borough's representative within sixty (60) minutes of any accident involving injury or damage to public or private property in the Borough. Contractor shall immediately report all accidents to the Borough's police department. Contractor shall immediately report all violations of any state, federal, or local law to the Borough, and the Borough's police department as applicable.

7.Non-Discrimination.

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, handicap, religion, national origin, sexual orientation, gender, gender identity, or any other protected class.

8.Informational Flyer.

Contractor shall provide and distribute to all Subject Units, at least one time per year, an informational flyer containing such information as qualifying recyclable materials, bulk-item pick-up information, where and when to place containers for pick-up, and such other information

as shall be reasonably requested by the Borough. The information flyer shall be subject to the approval of the Borough before issuance.

**CONTRACT FOR THE COLLECTION, TRANSPORTATION
AND DISPOSAL OF SOLID WASTE AND RECYCLING IN THE
BOROUGH OF AMBLER**

THIS AGREEMENT, made and entered into this _____ day of _____, 2025,
by and between the **BOROUGH OF AMBLER**, (the "Borough"), of the first part, and _____, of
the second part (the "Contractor").

WITNESSETH:

That for and in consideration of the Agreement herein contained, the parties to these presents, intending to be legally bound hereby, have agreed and hereby agree, for themselves, their heirs, executors, successors and assigns, as follows:

WORK TO BE DONE:

Article 1. The Contractor shall furnish all labor and equipment and perform all work necessary to collect, transport, and dispose of solid waste, garbage, ashes, rubbish, bulk items recycling and yard waste in the Borough of Ambler, Montgomery County, Pennsylvania, in accordance with applicable Borough Ordinances and regulations adopted pursuant to the same and the Contract Documents (defined herein at Article 4), which Borough Ordinances, regulations, and Contract Documents are made a part hereof and incorporated herein by reference.

Article 2. The Contractor shall transport and dispose of the aforementioned solid waste, garbage, ashes, rubbish, bulk items, and recycling in accordance with the aforementioned Ordinances and regulations adopted pursuant to same and Contract Documents, and the disposal site to be used must have a current issued DEP Permit, and the Contractor must maintain said permit throughout the term of this Agreement.

DEFINITIONS:

Article 3. The word "Borough" shall mean the Borough of Ambler.

The word "Contractor" shall mean the party of the second part of this Agreement, acting directly or through his/her or its legal representatives or agent.

The definitions included in the applicable Borough Ordinances and Contract Documents are hereby incorporated by reference and made a part hereof.

CONTRACT DOCUMENTS:

Article 4. This Contract and the Detailed Specifications attached hereto as exhibit "A", the Proposal Form attached hereto as exhibit "B", the Notice to bidders attached hereto as exhibit "C", the Instructions to Bidders attached hereto as exhibit "D", the Non-Collusion Affidavit attached hereto as exhibit "E", and the Borough Ordinances and the regulations adopted pursuant to same respectively, in toto, are all incorporated herein by reference as through set forth fully and made a part hereof, shall constitute the Contract and "Contract Documents" by and between the Borough and Contractor.

DURATION:

Article 5. The Contractor shall perform all the work contemplated by this Contract for the period of January 1, 2026, to December 31, 2028. The Borough shall have the option, at its sole discretion, to extend this contract for two additional 1-year options, for a total of up to 5 years of service (*i.e.* through December 31, 2030). The cost for service shall be as set forth in the Proposal Form for the Collection, Transport, and Disposal of Solid Waste and Recyclables (the "Proposal Form"), attached hereto as exhibit "B" and incorporated herein.

PAYMENT:

Article 6.

A. The yearly contract price shall be paid in twelve (12) equal monthly installments beginning on the first Monday of February 2026, and thereafter on the first Monday of each month, upon approval of the work by the Borough.

B. Deduction From Payment. The Contractor agrees that the Borough Treasurer shall be authorized to deduct from payments due or to become due the Contractor the following:

1. For not collecting materials as agreed. Seventy-Five Dollars (\$75.00) per Subject Unit. Each day the violation continues (*i.e.* each day materials are not collected) shall be a separate violation per Subject Unit. For example, if Contractor is 3 days late in collecting trash from 5 Subject Units, the Borough shall be permitted to deduct \$1125.00 (3 days x 5 Subject Units x \$75.00).
2. For overloading trucks or using leaky or filthy trucks: One Hundred Dollars (\$100.00) each occurrence.
3. Failure to make any report required by the Contract documents: \$500 for each report not made.
4. Failure to clean up spilled items: \$250 per occurrence
5. For collecting materials before 7:00 a.m. or after 7:00 p.m.: One Thousand (\$1,000.00) Dollars per violation with each day of violation occurs

representing a separate violation.

6. For commingling recyclables for curbside collection with solid waste: Five Hundred Dollars (\$500.00) Dollars per violation.
7. For landfilling recyclables: \$1,000 per occurrence.
8. Failure to follow daily collection schedule: \$500 per occurrence.
9. In the event that the penalties hereunder exceed the amount due to contractor under the Contract Documents for the relevant monthly payment, the Borough shall be permitted to deduct the fine from the next due monthly payment, or may invoice contractor for the outstanding balance, at the Borough's sole discretion, and shall have all rights at law and equity to collect such balance. Fines invoiced in this manner shall be paid within 15 days of contractor's receipt of the invoice.

Article 7. Contractor agrees as follows:

A. To furnish the Borough, and to maintain for the period of this contract, the bond required by section E of the Detailed Specifications, attached hereto as exhibit "A". The bond may be reduced, at the reasonable discretion of the Borough, on each anniversary of the contract to reflect the remaining work to be performed under and pursuant to the contract. The amount of any annual reduction shall be approved by Borough Council, in its reasonable discretion. Contractor shall provide an additional, or increase the amount of its existing, bond upon the Borough's exercise of any contract option(s) hereunder in the full amount of the cost of the option(s), subject to the approval of the Borough. The form of the bond shall be subject to the approval of the Borough Solicitor.

B. To accept the provisions of the Workmen's Compensations Act of Pennsylvania and insure its full liability thereunder, to indemnify and save harmless the Borough of

and from all claims for workmen's compensation which may be made, and to appear for and defend the Borough, or any of them, against any and all such claims.

C. Insurance shall be maintained as follows:

- General Public Liability Insurance (non-automotive) for personal injury and damage to property shall not be less than \$3,000,000 for each occurrence and \$5,000,000 aggregate and for property damage in the amount of \$500,000; Umbrella/Excess coverage limits may be used to meet these requirements.
- Automobile Liability Insurance, including primary combined single limit coverage and excess auto liability coverage shall not be less than \$1,000,000 for each occurrence and for property damage in the amount of \$50,000; Umbrella/Excess coverage limits may be used to meet the requirements. Coverage to include Form CA99 48 Pollution Liability – Broadened Coverage.
- Workers; Compensation coverage shall not be less than the statutory minimum, and employer liability coverage shall not be less than \$1,000,000 for each occurrence. Claims based on statutory constitutional requirements; those claims commonly called civil rights claims.
- Umbrella/Excess Liability coverage shall not be less than \$10,000,000.
- Pollution Liability Coverage shall not be less than \$2,000,000 per occurrence or \$4,000,000 aggregate.

D. Contractor shall obtain and maintain Worker's Compensation coverage, not less than the statutory minimum. A certificate of such insurance shall be submitted to the Borough.

F. Prior to the furnishing and approval of said Bonds and Certificates of Insurance, Contractor shall have no rights under the within Contract, and unless said Bonds and Certificates of Insurance are furnished on or before the twentieth (20th) day following the award, this Contract shall be null and void, and of no effect unless otherwise agreed by the parties.

LIABILITY:

Article 8. Contractor agrees to indemnify, defend and hold harmless the Borough, their officers, directors, employees, agents, affiliates, successors and assigns from any and all actions and causes of action, suits, claims, counterclaims, demands, liabilities, loss, judgments, attachments, damages or expenses of whatsoever kind or nature, including counsel or attorney fees, which the Borough shall or may, at any time, sustain or incur by reason or in consequence, directly or indirectly, from Contractor's negligence or willful misconduct in performance or non-performance of this Contract.

The indemnification provisions herein shall survive termination of this Agreement.

MINIMUM WAGE RATES:

Article 9. The minimum wage rate shall be applied to workers employed in the performance of this Contract, and the prevailing rate shall be determined by the Secretary of Labor and Industry of the Commonwealth of Pennsylvania. This Contract stipulates that such workers shall be paid no less than such minimum wage rate.

Article 10. The Contractor shall require all employees to comply with all requirements of the Contract Documents, including specifically those provisions of the Detailed Specifications relating to manner of collection and conduct of employees. The Contractor will be held fully responsible for the conduct of its employees toward the public.

Article 11. At no additional cost, the Contractor shall furnish and shall empty on a weekly basis, the collection containers set forth in section B.3.b.v of the Detailed Specifications as well as collect one bulk item per week (at no additional cost), relating to municipal properties.

Article 12. It is also agreed and understood by and between the parties that the Contractor, in the performance of its duties under the terms of this Contract, is not acting as an agent of the

Borough, but as an independent Contractor under the terms of the Contract, and the Borough will not be liable for any acts or omissions of the Contractor in the performance of the work described herein.

GOVERNING LAW:

Article 13. This Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, and the parties hereto hereby agree that the Court of Common Pleas of Montgomery County, Pennsylvania, shall have jurisdiction over any litigation arising out of it.

NOTICE OF CHANGE OF DAYS OR DATES OF COLLECTION.

Article 14. Contractor and Borough agree that, in the event that a day scheduled for collection of solid waste and recycling, as required by this Contract, is on a recognized National holiday, Contractor will make collections on the following work day.

IN WITNESS WHEREOF, the Borough and Contractor have caused this Agreement to be executed and have hereunto set their hands and seals the day and year first written above.

BOROUGH OF AMBLER

By: _____

Attest:

Borough Secretary

[CONTRACTOR]

By: _____

By: _____

Attest:

BOROUGH OF AMBLER,

MONTGOMERY COUNTY, PENNSYLVANIA

**PROPOSAL FORM FOR THE COLLECTION, TRANSPORT AND
DISPOSAL OF SOLID WASTE AND RECYCLABLES**

PROPOSAL OF:

(Name)

(Address)

Borough of Ambler
131 Rosemary Ave.
Ambler, PA 19002 and

Gentlemen:

This proposal is submitted in accordance with your advertisement inviting proposals to be received until 3:00 p.m., prevailing time, on September 29, 2025, for the collection and disposal of solid waste and recyclables in the Borough of Ambler for the term January 1, 2026 through December 31, 2030.

Having carefully examined the Instructions to Bidders, the Detailed Specifications and the Contract Form (collectively the "Contract Documents"), the undersigned hereby proposes to furnish all labor and equipment and to perform all work necessary to collect, transport and dispose of solid waste and recyclables accumulated in the Borough of Ambler in accordance with the various requirements of the Borough as set forth in the above-referenced contract documents. The undersigned proposes to furnish this service one (1) time each week as set forth below:

The services to be provided under this bid consist of the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste from approximately 2,150 residential properties within the Borough of Ambler, Montgomery County, Pennsylvania to a solid waste disposal facility, recycling processing facility, and yard waste disposal facility designated by the Borough. Specifically:

PRIMARY BID:

1. Residential solid waste once each week in each year of the contract.

2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection biweekly on the first and third Tuesday of the month.
4. Bulk waste collection once each week in each year of the contract.
5. A unit price for 20 cubic yard and 30 cubic yard roll-off container units for municipal use by the Borough on an as-needed basis.
6. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

ALTERNATE BID

The Alternate Bid is based on curbside collection and transportation from 2,150 residential properties on a per unit/per year basis as follows:

1. Residential solid waste once each week in each year of the contract.
2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection biweekly on the first and third Tuesday of the month.
4. Bulk waste collection once each week in each year of the contract.
5. A unit price for 20 cubic yard and 30 cubic yard roll-off container units for municipal use by the Borough on an as-needed basis.
6. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

The Alternate Bid shall be based on cart-only collection of residential solid waste and recycling materials from 2,150 residential properties utilizing an automated collection system consisting of a single operator, side-loading trash or recycling collection vehicle that uses a mechanical arm to lift a trash or recycling container and deposit the trash or recycling materials either directly into the body of the collection vehicle or into a container attached to the front of the collection vehicle (Curroto system) which then periodically deposits the materials into the body of the collection vehicle, and the collection and transportation of yard waste and bulk items from these same properties using traditional collection methods and not using an automated collection system.

The Alternate Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from 2,150 residential properties using traditional (manual) collection methods and not utilizing an automated collection system.

If an Alternate Bid is awarded, the Successful Bidder shall purchase, maintain, and deliver during the term of the contract, one ninety-six (96) gallon wheeled trash container to each of the 2,150 residential units being serviced with the automated collection system.

Whether the primary bid or the alternate bid, second ninety-six (96) gallon wheeled trash container shall be made available to any individual residential property owner upon request. Each residential property owner requesting a second ninety-six (96) gallon wheeled container shall be responsible for the cost of the container which shall not exceed the Successful Bidder's cost plus ten (10%) percent. The Successful Bidder shall invoice the resident directly for the cost of the second container. A sixty-five (65) gallon wheeled trash container, instead of the initially issued ninety-six (96) gallon wheeled trash container, shall be made available to any individual resident upon request who does not want, cannot use or manage, or does not produce enough residential solid waste to fill a ninety-six (96) gallon wheeled container each week.

All wheeled trash containers must be clean and deodorized prior to delivery. Any damaged wheeled trash containers provided by the Successful Bidder shall be repaired or replaced within 48-hours after being reported to the Successful Bidder.

Primary Bid: 3-year contract with 2 option years

Annual Cost per unit	Total Bid Price
2023 _____	2023 _____
2024 _____	2024 _____
2025 _____	2025 _____
<u>Option Years</u>	<u>Option Years</u>
2026 _____	2026 _____
2027 _____	2027 _____

Alternate Bid: 3 year contract with 2 option years

Annual Cost per unit	Total Bid Price
2023 _____	2023 _____
2024 _____	2024 _____
2025 _____	2025 _____
Option Years	Option Years

2026 _____

2026 _____

2027 _____

2027 _____

Roll-off Container Unit Price: 3 year contract with 2 option years

20 cubic yard container

30 cubic yard container

2023 _____

2024 _____

2025 _____

Option Years

2026 _____

2027 _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Name, printed: _____

Title: _____

Phone: _____ Email _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit

ADDITIONAL INFORMATION:

The following information will be helpful in tabulating bids, and **each bidder is required to complete this form:**

1. Equipment: Give year, make and model or type of each piece of equipment owned, and note whether the equipment will be used in the Borough. You may attach a list if necessary.

Year	Make	Model or Type	Use in Borough?
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. How many persons do you employ? _____ Will you hire additional persons if you are successful in this bid? _____ How many? _____

3. List any other communities you serve, and provide contact information for a reference from each (attach a separate sheet as needed).

4. Attach photos of the equipment you propose to use for the collection of solid waste and recycling in the Borough of Ambler.

5. What size toter do you intend to use for collection in the Borough? Please attach a photo of a sample toter.

6. List your company's environmental compliance record for the past ten (10) years.
7. What method will your company use for the disposal of MSW?
8. Have you failed at any time to complete a collection contract? If so, indicate which community and under what circumstances:
9. Have you ever been sued as a defendant in a class action related to the collection and/or disposal of MSW or the collection and/or processing of recyclable materials? If yes, provide date(s) and caption(s) of the lawsuit(s), with the term and number and the status and/or final disposition of any suit.

10. Each bidder shall include with its Bid a letter from the primary disposal facility that it intends to use, stating that the disposal facility has the capacity to accept and will accept the Borough's municipal solid waste for the full term of the Contract and any extensions. A back-up disposal facility letter committing to the same is also required. Each Disposal Capacity Letter (primary and back-up) shall provide its PADEP permit number, that the disposal facility is in good standing with the PADEP, and that it has not entered into any consent assessment of civil penalty agreements with the PADEP in the last five (5) years. Each letter must also state that the disposal facility will list the Borough as an additional insured on its pollution liability policy and that the disposal facility will indemnify and hold the Borough harmless from any claims arising out of the disposal of the Borough's refuse at the disposal facility. If a waste-to-energy facility will be used as the disposal facility, in addition to the waste-to-energy facility complying with the above mandatory requirements, the landfill that accepts the waste-to-energy facility's incinerated ash and any bypass municipal solid waste shall comply with the above requirements and provide a Disposal Capacity Letter, the appropriate indemnification, and state in its Capacity Letter that the landfill will list the Borough as an additional insured on its pollution liability policy. If a transfer station will be used in the performance of the contract, all of the above requirements shall be complied with related to the transfer station as well. Failure to include the required Capacity Letters shall render the Bid nonresponsive and ineligible for reward.

11. Each Bidder shall include with its bid a letter from the primary recyclables processing facility that it intends to use, stating that the recyclables processing facility has the capacity to accept and will accept the Borough's recyclable materials for the full term of the contract and any extensions. The letter should specifically state that the facility will accept and process clear, amber and green glass plastics (P-1 through P-7_, mixed paper and flexible plastic packaging (rFlex). Failure to include the required Recyclables Processing Facility Capacity Letter shall render the bid nonresponsive and ineligible for award.

Complete whichever one of the following sentences is appropriate:

1. _____ is a corporation organized under the laws of _____, with its principal office located at _____.

_____ and _____
and _____ are the president and secretary,
respectively, of this corporation.

2. _____ is a co-partnership, trading and doing
business under this firm name, with its place of business located at _____
_____. The names and addresses of all the partners comprising this
co-partnership are:

3. _____ is an individual residing at _____ and
doing business under the name of, _____ with his
place of business located at _____.

Accompanying this proposal is a Certified Check or Bid Bond (cross-out one) in the amount of
_____ Dollars (\$ _____), as proposal security, which is equal to ten
percent (10%) of the proposed total cost for services, for the collection and disposal of solid
waste and recycling.

The undersigned certifies that insofar as the work covered by this proposal is concerned, he accepts
the provisions of the Workmen's Compensation Act of 1915, and the supplements and amendments
thereto, and that he will insure his liability thereunder prior to signing a contract with the Borough
for this work.

In submitting this bid, it is understood that the unrestricted right is reserved in the Borough Council
to reject any or all proposals, and to waive any technicalities required, for the best interests of the
Borough. It is further understood that the competency and responsibility of bidders will receive
consideration before the award of the contract, and it is agreed that this bid may not be withdrawn
for a period of sixty (60) days from the opening thereof.

The party making the foregoing proposal certifies that such proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or by communication or conference, with any person, to fix the bid price of the party making this proposal, or of any other bidder, or to fix any overhead profit or cost element of said bid price or that of any other bidder, or to secure any advantage against the Borough of Ambler, or any person interested in the proposed contract.

DATE: _____

FIRM NAME: _____

OFFICIAL ADDRESS: _____

BY: _____

TITLE: _____