

**Lawrence - Mercer Counties
Recycling/Solid Waste Department**

Request for Bids

**Collection and Transportation of Recyclables
From Countywide Drop-off Depots in Lawrence and
Mercer Counties**

2027 - 2029

Read all enclosed instructions and specifications carefully.

Jerry P. Zona

Director

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Lawrence-Mercer Counties Recycling/Solid Waste Department
Request for Bids
Collection and Transportation of Recyclables
From Countywide Drop-off Depots in Lawrence and Mercer Counties

NOTICE TO PROSPECTIVE BIDDER:

Enclosed is an invitation to bid issued by the Lawrence-Mercer Recycling/Solid Waste Department
Please read all enclosed instructions and specifications carefully.

In order for your submission to be considered eligible, you must complete the following:

1. The sealed proposal must be submitted online at <https://pennbid.bonfirehub.com/>.
2. The proposal be signed by an authorized contracting agent of your company.
3. The proposal be submitted via Pennbid no later than 3:00 PM on Monday, October 20, 2026.
4. The proposal must contain ALL of the required paperwork and attachments to be deemed complete. Refer to the checklist that follows to assist you in your submission.
5. All forms in the checklist must be submitted in Pennbid with your bid package or your bid may be automatically rejected.
6. Bidders must submit bids for both Options A and Options B.

PROPOSAL CHECKLIST	
Proposals must be organized and submitted in the following order described.	
	Proposal Cover Sheet signed in BLUE Ink /sealed by the authorized contractor/bidder
	Bid Bond
	Non-Collusion Affidavit Of Contractor
	Power of Attorney (if necessary)
	Agreement, signed in BLUE Ink and witnessed/sealed by a Notary Public
	Proposal Sheet of Rates, Products and Services
	Statement of Qualifications of the Contractor
	Proposal Forms 1 thru 5

Sealed bids must be submitted online through Pennbid. All documents and solicitation details are available at no cost on PennBid – <https://pennbid.bonfirehub.com>. Bids will not be accepted if submitted in person, bids can only be submitted online at <https://pennbid.bonfirehub.com>.
The County will receive sealed bids online at no later than 3:00 PM on Monday, October 19, 2026. Bids will be opened on Tuesday, October 20, 2026 during the 10:00 AM regularly scheduled meeting of the Lawrence County Board of County Commissioners.

MANDATORY PRE-BID CONFERENCE

Tuesday, September 22, 2026 at 10 a.m.

Lawrence-Mercer Recycling/Solid Waste Department

Public Safety Building, 1451 Countyline Road, New Castle, PA 16101

Pre or post conference questions must be submitted via the "Ask a Question" feature in PennBid at
<https://pennbid.bonfirehub.com>

All questions must be received no later than 3:00 PM on Thursday, October 1, 2026.

**RSW WILL ACCEPT NO QUESTIONS AND WILL PROVIDE NO ANSWERS VIA TELEPHONE OR IN PERSON
(other than the pre-conference meeting).**

Clarifications and Responses to questions that create a change to the specifications will be posted on PennBid and notification via Public Notice sent to Bidders who have registered with and downloaded documents from PennBid.

Verifications and responses will be sent by the close of business on Monday, October 5 25, 2026.

All responses will be considered addendums to the bid document.

IMPORTANT INFORMATION FOR BIDDERS

The Request for Bids is being issued by the Lawrence-Mercer Counties Recycling Solid Waste Department on behalf of Lawrence County and Mercer County. Throughout the document the word "County" or "Counties" shall mean both Lawrence and Mercer Counties.

Contractors submitting bids should read the following instructions and follow them closely. Failure to do so may result in a bid's disqualification.

A Contractor who submits a bid does so without recourse against the County, its staff, or contractors for either rejection by the Counties or failure to execute an agreement with such Bidder.

The County reserves all rights in accordance with the requirement of the laws of the Commonwealth of Pennsylvania and County Code, without qualification, including but not limited to the following:

- To select any proposal,
- To waive, for any reason whatsoever, any formality, technicality, or irregularity in proposals received,
- To reject any proposals that are not submitted via Pennbid, not legible, not complete or contain irregularities,
- To reject any proposals not received on or before the due date and time specified, and/or
- To obtain clarification from Contractor(s) concerning the contents of their bid.

Contractors submitting bids are reminded that this is a formal competitive bid and that any changes, deletions, or additions made by a Bidder to these bid specifications may be used as cause for Rejection of the bid.

Contractors submitting bids must submit a bid that includes services for both Mercer and Lawrence counties. Bids submitted for a single county will not be considered.

All bids must follow the format as prescribed on the Bid Checklist and on all Bid Forms included in the Request for Bids.

CONTRACTOR'S SIGNATURES

Each Contractor who submits a bid shall sign the proposal in blue ink with its usual signature and shall give its full business address. Bids by a corporation shall be signed in the full corporate name of the corporation followed by the signature and title designation of a person authorized to bind the corporation.

Bidding corporations shall designate the state in which they are incorporated and the address of its principal office. The name of the Contractor stated on the bid shall be the exact legal name of the firm.

GENERAL SCOPE OF WORK

Lawrence-Mercer Counties Recycling/Solid Waste Department has prepared and issued this Request For Bids ("RFB"), designated as COLLECTION AND TRANSPORTATION OF RECYCLABLE MATERIALS, for and on behalf of Lawrence County and Mercer County.

The Counties invite bids from qualified contractors to provide collection and transportation for recycling the following materials.

- 1) COMMINGLED FIBERS, consisting of corrugated cardboard, newsprint including all types of inserts delivered in subscription and promotional newspapers and similar periodicals, and magazines, and other mixed residential paper.
- 2) GLASS, consisting of clear and colored glass bottles, jugs, and jars.

The containers are specifically designed for the materials that will be collected in them.

The Recyclables are part of a drop-off program for residents of Lawrence and Mercer Counties. The program consists of participants separating their recyclables from the waste stream and placing them in specialized containers at designated sites throughout both Counties. Commingled fibers are collected in six (6) cubic yard front-load containers and glass is collected in fifteen (15) yard roll-off containers.

Contractors submitting bids must submit a bid that includes services for both Mercer and Lawrence counties. Bids submitted for a single county will not be considered.

OPTION A

Commingled fibers will be collected and transported by the Contractor utilizing the vehicle and containers provided by the County. Glass will be collected in specialized rolloff containers that will be serviced using the Contractor's own equipment. The full list of equipment that is available to service the Countywide Depot System during the period of the Contract is provided in Proposal Form 3.

If the County vehicle is unavailable due to breakdown or other issues that render it unroadworthy, the Contractor will use its own vehicle(s) to service the program. If the County vehicle is unavailable due to the actions of the Contractor, including but not limited to an accident or failure to perform routine maintenance, payment for services will be done at the Option A rates. The Contractor remains responsible for repairs to the County vehicle.

OPTION B

Recyclables will be collected from County-owned containers and transported by the Contractor utilizing contractor-owned vehicles. The full list of equipment, excluding the collection vehicle, which will be available to service the Countywide Depot System during the period of the Contract is provided in Proposal Form 3. The Contractor may add the drop-off collection stops into existing routes provided that the percentage of material collected from the depots is accurately accounted and the weights of those materials are reported to the Director as required and included in annual recycling reports.

Recyclables are to be delivered to a Contractor selected processing facility or County designated receiving site for appropriate storage, upgrading, processing, use and/or marketing. All other labor, facilities, equipment, and services required to collect, transport, receive, process, and/or market, including that required to perform the scheduled preventative maintenance and any necessary functional or aesthetic repairs to the County-owned equipment, will be provided by the Contractor. The Contractor must have their selected processing facility(ies) complete Proposal Form 5: "Recycling Facility Certification" and include it/them with their proposal.

FINANCIAL SECURITY AND BONDING INFORMATION

Bid Bond

Financial security for the bid must be included with the Contractor's bid in accordance with the proposal cover sheet. Such Bid Bond shall be equal to no less than 10% of the total bid submitted for the first Contract period, years one through three, only.

Performance Bond

OPTION A The awarded Contractor shall submit an executed performance bond in the amount of Fifty Thousand Dollars (\$50,000) within 14 calendar days following notification of award in a form acceptable to the County. Said form must be issued by a surety company approved by the County. Each renewable performance bond thereafter must be submitted to Lawrence County.

OPTION B The awarded Contractor shall submit an executed performance bond in the amount of 100% of the cost of the annual Contract within 14 calendar days following notification of award in a form acceptable to the County. Said form must be issued by a surety company approved by the County. Each renewable performance bond thereafter must be submitted to Lawrence County.

These requirements supersede any and all other bonding requirements, which may be listed elsewhere in this Contract, wherever conflict may occur.

SPECIAL PROGRAMS

The Contractor is invited to work with the County on periodic programs for the collection of other recyclable materials. Bids for special programs are to be included under "Specialty Programs" on the "Proposal Sheet for Other Services" (Page 39). Special programs may be offered as Pilot programs or may become permanent or on-going with the mutual consent of the County and Contractor.

BID DUE DATE AND TIME

Lawrence County will receive sealed bids online through Pennbid for the Program until 3:00 PM on Monday, October 19, 2026.

The bids will be opened and announced, Tuesday, October 20, 2026, at the Lawrence County Commissioners meeting at 10:00 AM.

All documents and solicitation details are available at no cost on PennBid – <https://pennbid.bonfirehub.com>. Bids will not be accepted if submitted in person, bids can only be submitted online at <https://pennbid.bonfirehub.com>. Questions regarding this project shall be submitted via the “Ask a Question” feature in PennBid at <https://pennbid.bonfirehub.com>

PUBLIC OPENING OF BIDS

Bids will be opened at the regularly scheduled meeting of the Lawrence County Board of Commissioners **10:00 AM Tuesday, October 20, 2026** at the Lawrence County Government Center.

COUNTY CONTACT

Jerry P. Zona, Director
Lawrence-Mercer Recycling/Solid Waste Department
Lawrence County Government Center
430 Court Street
New Castle, PA 16101
Phone: (724) 658-6925
jzona@lawrencecountypa.gov

COST OF PROPOSAL PREPARATION

The County will not be liable in any way to bidders for any cost incurred in the preparation or submission of a proposal and/or any subsequent negotiations regarding a proposal.

PROPOSALS ARE THE PROPERTY OF THE COUNTY

All proposals submitted shall become the property of the County.

STRICT PERFORMANCE

The failure of the County to insist upon strict performance of any one or more of the provisions of the Contract shall not be construed as a waiver of that or any other provision, or as a waiver of any claim the County has to damages or for other relief due to any prior or subsequent breach or with respect to termination.

CONTRACT ASSIGNMENT

The Contract shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

The Contractor shall not sell, assign, pledge, transfer or encumber the Contract, or any part thereof, without the prior written approval of the County.

PERIOD OF CONTRACT

Except as otherwise provided in this Proposal and Specifications, the County shall have the right to require collection of Recyclables by the Contractor commencing upon January

1, 2027 and terminating on December 31, 2029 (the "Term") or based on options provided in bid document.

Option(s) to Extend

- 1) The County, in cooperation with the successful vendor(s) in regard to this Contract, reserves the right to extend this Contract for up to ninety (90) days after the indicated expiration date as described in this Contract. This mechanism would be utilized in the event that a lapse in the current Contract occurs before a new Contract can be established for the goods or services indicated on the Contract. When applicable, an extension notice will be issued defining the exact extension of the Contract. All other terms and conditions of the extended Contract will remain in full force and effect.
- 2) The County, in cooperation with the successful vendor(s) in regard to this Contract, reserves the right to extend this Contract for up to a total of two (2) years after the indicated expiration date as described in this Contract. When applicable, an extension notice will be issued defining the exact extension of the Contract. The Contract can be extended for 1 period of 2 years or 2 periods of 1 year each.

DISPUTES

Any dispute arising under the Contract shall be decided by the Director of the Lawrence-Mercer Counties Recycling/ Solid Waste Department ("Director") or his/her designated representative who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Director or his/her designated representative shall be final and binding.

DEFAULT

If the Contractor shall become or be declared insolvent, or make an assignment for benefit of creditors, or if proceedings are commenced for appointment of a receiver or Contractor, or if proceedings for arrangement, reorganization, or composition of creditors under any laws be instituted by or against the Contractor; or (ii) if the Contractor is not fully operational upon award date of the Contract or (iii) if the Contractor refuses or fails to perform any other part or portion of its obligations under the Contract and does not remedy such breach to the satisfaction and approval of the County within ten (10) days or twenty-four (24) hours in the event of an emergency as determined by the County, after receipt of written notice specifying the nature of such breach, the County may, at its option, immediately declare the Contractor in default.

In the event of any default by the Contractor hereunder, the County may, in addition to any other rights or remedies the County may have under any statute or at common law, or under any bond filed the Contractor, all of which are reserved to the County, to terminate the Contract and solicit bids (if circumstances will allow) and to award a new Contract, in which case the Contractor shall be liable to the County, including, but not limited to, all loss (including loss of revenue), cost expense, legal fees, or damage suffered or incurred by the County by reason of the Contractor's default.

Termination of the Contract shall not affect the Contractor's obligation to pay the County in full for all amounts the Contractor may be liable for hereunder.

FORCE MAJEURE

In the event that either of the parties shall be prevented or delayed from performing any obligations under the Contract by reason of acts of God, war, fire, epidemic, civil disturbance, strike, flood, earthquake, interference by a civil or military authority, such party shall not be liable by reason thereof. The determination of a Force Majeure shall be made solely by the County.

COUNTY OBLIGATIONS

County's Efforts To Deliver Recyclables Only

The County shall make reasonable efforts to ensure that Recyclables, as described in the scope of work, are brought to the Countywide Drop-off Depot Sites. The County will take reasonable steps to discourage the delivery of non-designated Recyclables and other materials through its public education campaign, which shall inform residents not to place such waste in with recyclables. Given the nature of recycling programs, the Counties cannot make guarantees about the purity of the materials deposited in the bins. Contractor should expect contamination and prepare its bid accordingly. The Counties will not pay any penalties or fees associated with contamination. The Contractor shall also have the right to conduct such public education programs as the Contractor may choose, subject to the County's prior written approval thereof.

The County shall or shall cause its agents, to carry out the program in a responsible and efficient manner. However, there is no guarantee or warranty made as to levels of participation or compliance with applicable laws by persons from whom the County collects Recyclables at the Drop-off Depots Sites, nor as to the effectiveness of the County's enforcement of said laws.

The County shall or shall cause its agents, to make reasonable efforts to address issues and make improvements to the implementation of the program based on input from the Contractor.

OPTION A - The County shall provide the following equipment; up to 45 containers and one conventional front-loading commercial collection vehicle for the collection of Commingled Fibers, and up to seven (7) roll-off containers for the collection of glass.

OPTION B - The County shall provide the following equipment; up to 45 containers for the collection of Commingled Fibers that the Contractor will service with contractor-owned front-loading commercial collection vehicles and up to seven (7) roll-off containers for the collection of glass that the Contractor will service with contractor-owned equipment.

The County may remove containers from a depot site or provide additional containers for use at the depot sites if it is to the service advantage of the County. That County may add or remove depot sites as it deems necessary.

The County-owned equipment is provided for use by the Contractor during the term of the Contract, and during the use by the Contractor, shall remain dedicated exclusively for the collection of recyclables from the Countywide Drop-off Depots.

CONTRACTOR OBLIGATIONS

Contractor, while providing labor and services necessary for the collection and transportation of Recyclables from the Countywide Drop-off Depots, must also provide all the facilities, equipment, labor and services necessary to receive, process, use and/or market delivered Recyclables, and to maintain and repair all of the County-owned equipment included in this Contract. The Contractor shall be responsible for satisfying the following requirements at all times during the term of this Contract:

Collection Of Recyclables

The Contractor must collect recyclables on the scheduled service day(s). Commingled Fiber will be collected in accordance with the schedule found on Proposal Form 3. Glass collection will be on-call and as deemed necessary by the County. Collection must be completed during the 24 hours of the scheduled service day. A scheduled service day begins at midnight.

Recyclables will be collected and hauled to the Contractor's processing facility or other receiving site specified in the Contractor's proposal and approved by the County. The Recyclables delivered to a receiving site must be transferred to the processing facility in a timely fashion. The Contractor must specify the expected time period for transfer in the proposal.

Collected Glass shall be delivered to the County's Glass storage bunker located at the City of Hermitage Street Department: 5250 Virginia Rd, Hermitage, PA 16148 during the City's business hours. The County reserves the right to direct collected Glass for delivery to other locations.

Repeated incidents of late service performances and/or unnecessary delays will be construed as non-compliance with the terms and conditions of this Contract and the vendor will be declared in default of and responsible for damages incurred.

When the regular collection day falls on a holiday upon which the Contractor does not normally work, the Contractor will provide collection on the day following the holiday. So as to prevent overflowing and littering, and ensure adequate capacity is available at all of the drop-off depot sites during the holiday week, the Contractor will also collect on those days in the holiday schedules provided by the Lawrence-Mercer Counties Recycling/Solid Waste Department. These holiday collections shall be provided at no additional charge. The schedule is provided on Proposal Form 3.

Contractor Obligation To Accept Recyclables

Contractor shall be obligated to accept all Recyclables collected in the drop-off depots and delivered to Contractor's processing facility or other receiving site. All Recyclables deposited at the drop-off depots shall be collected exclusively by the Contractor.

The Recyclables will be taken to Contractor's processing facility or other receiving site in an "as picked up" condition to be deposited in a physical location adequate to receive such Recyclables; no processing, bundling, marketing, or baling will be done by the County. All processing and/or other operational costs incurred upon or after delivery of Recyclables to the processing facility or the receiving site shall be the obligation of the

Contractor. No adjustment shall be allowed for the moisture content due to inclement weather conditions.

The Recyclables delivered to the Contractor under the Contract shall be accepted by the Contractor "as is" without warranty (expressed or implied) of any kind, and the Contractor shall handle the same at its own risk and shall be responsible for the proper disposal of any and all contaminants or residuals, at no additional cost to the County.

Weighing of Recyclables

If the Contractor delivers Recyclables to a contractor-owned processing facility, the Contractor shall maintain certified weight scales at the processing facility or other receiving site, calibrated in accordance with procedures established by the applicable State and local authorities, to weigh vehicles delivering Recyclables to said processing facility or other receiving site and weighed after tipping the recyclable materials. All weights shall be recorded and imprinted automatically by the scales upon weight slips. The County shall have the right to have County representatives monitor the operation of the scales and the recording of the weight slips, and the County representatives shall have the right to inspect the Contractor's facility upon reasonable notice to determine Contractor's compliance with this Contract as well as to inspect the Recyclables delivered by Contractor-owned vehicles to evaluate the effectiveness of the County's drop-off collection methods. All scales shall be tested for accuracy and a certificate of such testing shall be provided to the County twenty (20) days after award date of Contract and may be required any time during the term of the Contract at the County's request.

The County will consider the weights from the facility scales as the official weight for reporting and market rebates.

Glass delivered to the County's glass storage bunker does not need to be weighed.

Marketing Recyclables

The Contractor shall provide or act as a recycling market outlet for the Recyclables during the Term of the Contract regardless of market fluctuations. The Contractor shall provide evidence that the Recyclables have been used or marketed for use for legitimate recycling purposes upon request of the County.

Unless requested by the County, the Contractor is not responsible for the marketing of glass.

REPORTS

The Contractor shall submit the following reports via email to the Lawrence-Mercer Counties Recycling/Solid Waste Department: izona@lawrencecountypa.gov.

The words: "Recycling Drop-off Program Reporting" should appear in the subject line of the email header.

Quarterly Report

The Contractor shall submit a quarterly report consisting of the following within ten (10) days of the close of each quarter, based on the calendar year.

The total amount in tons of Recyclables delivered to the Contractor's processing facility or other receiving site by the County and by all others in the preceding quarter.

1. Based on a representative percentage, the County's share of the total of volumes in tons of the materials that were marketed by the Contractor in the preceding quarter and the residual MSW.
2. The number of glass container pulls.
3. Recognizing that market sources are proprietary, their identity is not required in reports, however, the County reserves the right, upon reasonable notice, to have one of its agents, or an independent auditor inspect the Contractor's records to determine the accuracy of the reports and proof that recyclables were marketed.
4. Breakdown of preventative maintenance and other repairs performed to County-owned vehicles.
5. Breakdown of sanitation and cleaning performed, and any repairs made to containers.
6. Notification and reasoning for any increases or decreases in capacity required at any of the depot sites.

The Contractor shall submit the quarterly report to the County in an electronic format, compatible with Microsoft Excel or a pdf format, and mutually acceptable to the County and the Contractor.

CONTRACTOR'S COMPENSATION

The Contractor shall offer a fixed price for collection, transportation, processing and marketing of Recyclables that is inclusive of all of the Contractor's obligations, the full scope of work and all of the conditions and specifications as described in the articles of agreement.

PAYMENT / INVOICING PROCEDURES

The Contractor shall submit an invoice with any qualifying rebates or payments to the County within ten (10) days after the end of each calendar month to:

Lawrence Mercer Counties Recycling/ Solid Waste Department
Lawrence County Government Center
430 Court Street
New Castle, PA 16101

Or electronically to izona@lawrencecountypa.gov.

The County may request, as part of the invoice, copies of the certified weight slips that shall show dates, vehicle's gross and tare weights punched automatically from the scale, truck route numbers and truck identification numbers, time of truck arrival and departure. The invoices shall be on Company letterhead showing the weight of Recyclables collected by the Contractor from the Countywide Drop-off Depots and the amount of payment due.

If the Contractor is required to make payment to the County in any calendar month, the Contractor's payment shall be submitted with the invoice and certified weight slips for that month.

Failure of the Contractor to make payments, if applicable, within the prescribed time period shall constitute a substantial breach of the Contract, permitting the County to suspend deliveries until such breach is cured, and/or to declare the Contractor in default and proceed in accordance with these bid specifications.

FUEL COST ADJUSTMENTS

Fuel Cost Adjustment

1. For purposes of this Contract, it is estimated that PRICE PER MONTH PER CONTAINER may be subject to fuel cost adjustments when the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICES for the East Coast on September 30 of each contract year differs from the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICES for the East Coast September 30 of the previous contract year by at least 10%.
2. Adjustments will be determined on year-to-year variance of 10% and not a cumulative variance of 10% over several years of the Contract.
3. Fuel cost adjustments must be requested in writing by the Contractor.

Fuel cost increases/decreases shall be determined by the County. The County shall make all interpretations of the components of the fuel cost adjustment calculation. Fuel cost increases/decreases will be based solely on a formula using the following information and assumptions of the County:

1. ROUTE MILES PER WEEK: The estimated route miles is 355 miles (140 miles – Mercer County/215 miles Lawrence County) which will be adjusted for growth on December 1, 2026 and on the same date each contract year thereafter. Route miles per week were determined by calculating the total number of miles on the County-wide Depot circuit, and in addition an estimated standard allotment of miles covering roundtrips to processing facilities and the origin of operation of the Contractor's vehicles;
2. UNITS: The number of containers per month serviced, up to 45 (Forty-five), which will be adjusted for new starts and stops on December 1, 2027 and on the same date each contract year thereafter;
3. FUEL PER MILE: 4 gallons of fuel consumption per mile;

4. ROUTES: 3.50 routes per week 12 months per year;
5. WEEKS PER MONTH: 4.33 weeks per month;
6. VARIANCE PRICE PER GALLON: The variance of the cost of a gallon of fuel based on the US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL price published September 30, 2026 compared to the average annual retail US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL published September 30, 2025. On September 30 each contract year thereafter the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICE on that date will be compared to the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICE of the previous year. The average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICE will be determined by tracking and adding the published weekly 5 day averages throughout the year and dividing by 52. Fuel cost increases/decreases shall be calculated by December 15, 2026 and become effective January 1, 2027 and shall be recalculated using the same formula and become effective on the same date each contract year thereafter.

The Formula:

$$(\text{ROUTE MILES}) / (\text{FUEL PER MILE}) \times (\text{ROUTES}) \times (\text{WEEKS PER MONTH}) = (\text{Gallons fuel per month}) \times (\text{VARIANCE PRICE PER GALLON}) = (\text{Cost of fuel per month}) / (\text{UNITS})$$

= Fuel Cost Adjustment to PRICE PER MONTH PER CONTAINER.

REBATE TO COUNTY FOR SALE OF RECYCLABLES

The Contractor shall indicate the amount of revenue, if any, which will be rebated to the County for the marketing and sale of Recyclables collected from the Countywide Drop-off Depots and delivered to the Contractor's processing facility.

The method used to calculate the rebate must clearly demonstrate how the formula will be applied, the source(s) referenced for market prices, the resulting percentage for which the County will qualify for rebates.

Payment/Credits of rebates will be expected on a monthly basis.

DRIVER QUALIFICATIONS

Drivers must have previous experience operating a commercial front-end-loading refuse/recycling collection vehicle and rolloff vehicle using cable hoist and hooklift systems. Drivers must possess a current Commercial Driver's License in the State of Pennsylvania (or its equivalent in the State of issuance).

ANTI-DISCRIMINATION

The Contractor shall conform with all applicable discrimination provisions of the Pennsylvania Code, and any amendments thereto, and shall incorporate in any subcontract that may be permitted under the terms of this Contract a requirement that said subcontractors also comply with said provisions.

SANITATION

The Countywide Drop-off program is a popular and high-profile public program. It is important that Countywide Drop-off Depots and the containers remain clean and free from debris and odors. The Contractor will be responsible for sanitizing and cleaning the containers when warranted.

The County may request that the containers are power washed or otherwise cleaned once per year.

Overflowing containers, blowing trash and other debris at the sites will not be tolerated. Contractor is responsible for picking up recyclables, bagged, boxed, or separate, placed outside the containers.

The County will require the host municipalities/site sponsors to monitor and maintain sanitary conditions at the municipal sites. Sites on the premises of commercial establishments shall be maintained by the Contractor. The removal of bulk items, white goods, tires and C&D waste from commercial locations shall be the responsibility of the Contractor. Extra fees, specified in the bid document, may be charged for this service if the Contractor provides documentation of the types and volume of material removed. The County may request that the Contractor remove such items from municipal sites. The Contractor may charge extra fees, as detailed in the bid document, for such service. Contractor must ensure that no material is left on the ground at the time of collection. Contractor must notify County if more capacity is warranted at the depot site.

AESTHETIC REQUIREMENTS

The Containers at the Drop-off Depots must maintain a continuity of alignment. Contractor must train the driver to comply with the alignment requirement. In addition to the alignment being an aesthetic requirement, unaligned bins may also be a safety hazard for vehicles and persons using the program. Failure to do so will be considered nonperformance under the Contract.

PERMITS

The Contractor shall have and maintain, at its own expense, all licenses, registrations, permits and authorizations necessary for providing the services detailed in this document and the Contractor's proposal. The Contractor shall perform all of its obligations hereunder in accordance with any and all requirements, including amendments, thereto, of the constituted public authorities and with all Federal, State, County and Local laws and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies now or hereafter in effect.

TAXES, FEES, AND PENALTIES

The Contractor shall pay any and all Federal, State, County and Local taxes, fines penalties and assessments, including all fees and charges related to the Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. 4000.101 et seq. ("Act 101"), arising from the operation of the Contractor's business pursuant to the Contract.

LAWS

The Contract shall be governed by and interpreted in accordance with ordinances, rules and regulations of Lawrence County, Mercer County, and the laws of the Commonwealth of Pennsylvania.

If any provision of the Contract is found to be illegal or unenforceable, then, notwithstanding such provision, the Contract shall remain in full force and effect, and such offensive provision shall be deemed stricken.

INSURANCE

The Contractor, at its own cost and expense, shall obtain and maintain in full force and effect, insurance coverage which will satisfactorily insure the Contractor and the County against any and all claims and liabilities which could arise out of the Contract including, but not limited to, claims and liabilities for injury (including death) or damage to persons and property which could arise because of the Contractor's collecting, receiving, purchasing, processing, use and/or marketing of Recyclables, and such other insurance as is necessary to insure any other obligation incurred by the Contractor herein. The insurance coverage required herein must be in the minimum amounts set forth below:

1. A comprehensive General Liability Insurance Policy (including Completed Operations and Contractual Liability Coverage). Said policy of insurance shall be on an "occurrence" basis, not a "claims made" basis. Shall have minimum limits of \$1,000,000.00 per occurrence, combined single limit for bodily injury (including death) and property damage, with a contractual liability endorsement, and shall name the County as an additional insured.
2. A Worker's Compensation and Employer's Liability Insurance Policy with a Statutory Limit of Coverage.
3. Automobile Liability Insurance

OPTION A

The County shall maintain an Automobile Liability Insurance Policy on the vehicles provided under this Contract.

OPTION B

The Contractor shall maintain an Automobile Liability Insurance Policy covering owned, non-owned and hired vehicles. Said policy of insurance shall have minimum limits of \$500,000.00 per person, \$1,000,000.00 per occurrence bodily injury (including death), and \$500,000.00 per occurrence property damage and shall name the County as an additional insured.

All Contractor's insurance policies shall be on an "occurrence basis", not a "claims made" basis and shall provide that the County be given at least sixty (60) days written notice prior to any change or cancellation of such policies.

Where policies are written for a period less than the term of the Contract, the Contractor shall submit, at least thirty (30) days prior to expiration of the policy, renewal insurance

certificates and such other evidence as the County may require verifying the renewal of the required coverage.

RECORDS

The Contractor shall keep full and complete books of account and other records relating to this Contract and in so doing shall comply with the minimum procedural requirements prescribed by the County. In order to verify the Contractor's compliance with the terms and conditions of the Contract, the County, through its duly authorized representatives, shall have access to the books and records maintained by the Contractor with respect to any services provided to the County pursuant to the Contract at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting any books, records, memorandum checks, correspondence or other relevant documents.

INDEMNITY

The Contractor shall indemnify, defend and save harmless, the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, suits, patent claims and suits, liabilities, judgments, costs and expenses that may, in any way accrue against the County as a result of the Contractor's collecting and receiving, purchasing, processing, use and/or marketing of Recyclables, or in consequence of the granting of the Contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, or of the subcontractor, or its employees, if any, or the County, or its employees, and the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, and save harmless and defend the County as herein provided.

INDEPENDENT CONTRACTORS

The Contract does not make the Contractor (or any of the Contractor's officers, agents, employees or subcontractors) an employee, agent or legal representative of the County for any purpose whatsoever. The Contractor acts as an independent contractor and is not granted any right or authority to assume or create any obligation, duty or responsibility, expressed or implied, on behalf of, or in the name of the County, or to bind the County in any manner or thing whatsoever.

NOTICES

Notices provided for herein shall be sufficient if sent by certified mail, postage prepaid, to the Contractor at the address listed on the PROPOSAL COVER SHEET submitted by the Contractor; and for the County, addressed to the Lawrence-Mercer Counties Recycling/Solid Waste Department, Lawrence County Government Center, 430 Court Street, New Castle, PA 16101, or to such other respective addresses as the parties may, from time to time, designate to each other in writing.

AMENDMENT

The Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract, shall be deemed to exist or to bind any of the parties hereto. The Contract may not be changed, modified, discharged or extended except by the County's written amendment, duly executed by the parties.

LIQUIDATED DAMAGES

This Section is independent of **DEFAULT**. The acts or omissions, within the control of the Contractor, in the left column are a breach of this Contract; the amounts in the right-hand column are set as Liquidated Damages. Liquidated Damages may be deducted from the monthly payment due to the Contractor.

The County shall provide Contractor with written notice of all liquidated damages assessed on at least a monthly basis.

Waiver of Liquidated Damages may be authorized by the Director upon receipt of written documentation and explanation of extenuating circumstance affecting service schedule. Waiver of late delivery of Liquidated Damages is at the sole discretion of the Director.

Should the County neglect or opt not to enforce Liquidated Damages for any given offense on any given date or time, it shall not remove the ability of the County to enforce such Liquidated Damages retroactively or in the future.

OMISSION	LIQUIDATED DAMAGES
Late Performance. Late performance means that collection for regular or special pick-up has not been completed during the 24 hours of the scheduled service day. A scheduled service day begins at midnight.	\$100 per incident
Failure to collect spillage from the vehicle while emptying containers	\$25 per incident
Unsanitary condition of depot site due to contractor negligence Failure to remove bulky items, or other materials as required	\$100 per incident
Failure to submit complete and accurate reports on the dates and times as required	\$50 per day per incident (each report due date is considered a separate incident)
Failure to clean containers at the depot sites according to the required schedule	\$50 each incident per Container
Failure to align the containers after collection	\$50 per incident
Failure to lock containers	\$25 per container incident
Failure to respond to requests for service	\$50 per incident
Failure to report important issues to the County	\$100 per incident
Disposal of or failure to market non-contaminated recyclables collected from the depots within the period of the contract.	\$5,000 per incident

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PROPOSAL COVER SHEET

Proposal for Collection, Processing, Marketing Recyclables
Due: 3:00 PM Monday, October 19, 2026

Opening Date: 10:00 AM, Tuesday, October 20, 2026 Estimated Award Date: October 27, 2026

Bid Bond: _____ Performance Bond: **OPTION A \$50,000/OPTION B 100%**
10% OF TOTAL BID AUTOMATIC RENEWAL

This Bid reflects our best estimates, and or actual costs as of this date and conforms to the requirements provided in the County bid package. By submitting this bid, the bidder grants the County the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the bid. The County shall have the right to make such investigations as deemed necessary to determine the ability of the bidder to perform the services required. Upon request by the County, the Bidder shall furnish and certify all such supporting data and information that the County may request to demonstrate the Bidder's qualifications.

The Bidder also agrees that the price to the County, including profit or fee, may be, at the option of the County, adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the bidder.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This bid is not submitted in conformity with any agreement or understanding with any Bidder to submit a false or sham bid. Bidder has not sought by collusion to obtain for itself or to provide with any bidder to submit a falsetto any other Bidder any advantage over any other bidder or over Lawrence County.

In submitting this bid, the undersigned agrees that no Bid may be withdrawn for a period of four (4) months after the date of receipt of bids, and that all bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the County.

Check the appropriate box: ☐Corporation ☐Partnership ☐Sole Proprietor ☐Unincorporated

Include either ☐Social Security or ☐Federal Tax Identification Number: _____

Name of Firm:		Phone:
Address:		Fax:
Signature of Authorized Bidder		Attest:
Type or Print name of Authorized Bidder		Affix Corporate Seal

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NON-COLLUSION AFFIDAVIT

STATE OF: _____ COUNTY OF: _____

I state that I am _____ of _____ (Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.
2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or other form of complementary Response.
4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) 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 proposing on any public contract, except as follows:
(If none, so state)

I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the County in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Lawrence County of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the County to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

Signature Sworn to and Subscribed before me

This ____ day of _____, 20____

Name

(Notary Public)

Company Position

My Commission Expires:

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ARTICLES OF AGREEMENT

The Contractor agrees, under the conditions set forth in a bond, which is attached and made a part of this Agreement, to furnish all necessary materials, labor, plant, machinery and equipment, and at its own risk and expense, and to complete such work and/or furnish such materials, for the prices as shown on the attached proposal. For the purpose of this Agreement, the Bid Document and its addendums, issued by the County, including such instructions, specifications, and/or conditions of agreement; and also the proposal submitted by the Contractor including the forms, narratives and any Exhibits; all of which are attached hereto, shall comprise the full and complete understanding between the Contractor and County.

**MADE AND ENTERED INTO, this _____ day of _____ 20____ by and between
Lawrence County, Mercer County**

Lawrence County Commissioners

Chair,

Signature

Date

Commissioner

Signature

Date

Commissioner

Signature

Date

Mercer County Commissioners

Chair,

Signature

Date

Commissioner

Signature

Date

Commissioner

Signature

Date

ATTEST: _____

AND

Company _____

Authorized Contractor _____

Signature of Authorized Contractor _____

Date _____

NOW, THEREFORE, THIS AGREEMENT WITNESSED: _____

Signature

Notary Public My Commission expires

State of _____ County of _____

ARTICLES OF AGREEMENT

Definition Of Director - The term Director refers to the County's designated representative that will administer the Contract. It is agreed by the parties to this Contract, that wherever the word "Director" occurs in the Contract, it will be considered as referring to the County.

Definition Of County/Counties - Lawrence County and Mercer County, each a municipal corporation of the Commonwealth of Pennsylvania.

Definition Of Contractor - It is agreed by the parties hereto that wherever the word "Contractor," or the pronoun(s) in place thereof are used in this Contract, they are to be considered as referring to and meaning the contracting party or parties, or such party or parties seeking to enter into a contract with Lawrence County and Mercer County, as the case may be, or the legal representatives of such party or parties.

Components Of Contract - The following documents are part of this Contract and supplement one another:

- A. PROPOSAL made by the prospective Contractor on the separate forms provided by the County,
- B. Particular SPECIFICATIONS special to this Contract,
- C. All NARRATIVES and EXHIBITS provided by the prospective Contractor in the proposal,
- D. FINANCIAL SECURITIES executed by the prospective Contractor,
- E. BID DOCUMENT AND ANY ADDENDUMS issued by the County, and
- F. CONDITIONS OF AGREEMENT in the bid document issued by the County.
- G. The agreement shall become binding upon the formal acceptance of the prospective Contractor's bid by the County as evidenced by the County's execution of the Agreement.

The Contract sets forth all the promises, agreements, conditions and understandings between County and Contractor(s), and there shall be no promises, agreements, conditions, or understandings, either oral or written, between them other than those that are set forth in the Contract. Unless provided for in the Contract, no subsequent alteration, amendment, charge or addition to the Contract shall be binding upon County or Contractor(s), unless expressly agreed upon and reduced to writing by the County to the Contractor(s).

Length Of Agreement - It is agreed that this Contract shall be in effect for the term beginning on the date on which it is countersigned by the Officers of the Board of Commissioners of Lawrence County and Mercer County and expiring in three (3) years on the 31st day of December 2029.

When And Where To Commence - The Contractor further agrees to commence the work described or contemplated herein at such point(s), and at such time(s) as the Director may request.

Time Of Bid Opening - The separate and sealed bids or proposals will be received upon the County's proposal forms online at <https://pennbid/bonfirehud.com> until the date and time stated in the advertisement for bids for the above, and will be opened and read upon the date, place and at the time designated in said advertisement.

Blank Forms Of Proposal - All bids shall be made on the blank forms of proposal provided for that purpose and submitted electronically via PennBid. The Proposal Sheet for Rates, Products and Services shall give the price of each item or service to be furnished. The Proposal Cover Sheet shall be signed, in **BLUE INK**, by the prospective Contractors with the prospective Contractors business address or addresses and shall also contain the full name of all persons interested with the prospective Contractors. In signing the proposal, the Contractor shall give the individual, as well as the firm or corporate name. Copies of the printed form of proposal may be obtained from the Lawrence-Mercer Counties Recycling/Solid Waste Department, 430 Court Street, Lawrence County Government Center, New Castle, PA 16101. Bidding Documents can be obtained at no cost on PennBid at <https://pennbid.bonfirehub.com>.

Alterations/Corrections - Any alteration, erasure, addition to or omission of required information, change of the specifications or bidding schedule, is made at the risk of the prospective Contractor and may result in the rejection of the bid, unless such changes are authorized by the specifications.

Execution Of Bids - Bids are to be executed, by the following persons.

- I. *CORPORATION* - The President or Vice President, and one of the following: Secretary, Treasurer, Assistant Secretary or Assistant Treasurer.

If a bid is executed by any other person, a power of attorney, a copy of the bylaws, or a resolution of the Board of Directors documenting the authority of that person to sign the bid must be accompanied by the bid. The power of attorney, bylaw, or resolution must be certified by the Corporate Secretary as a true and correct copy, still in force as of the date of the execution of the Contract.

- II. *PARTNERSHIP* - At least one (1) of the partners.
- III. *SOLE PROPRIETORSHIP* - The individual owner.
- IV. *BUSINESS OPERATING UNDER A FICTITIOUS NAME* - Entities operating a business under a Fictitious Name must execute the Contract in the name of the entity trading and doing business as the Fictitious Name.

Financial Security For Bids (Bid Bonds) - Prospective Contractors are required to file with their proposals financial security equal to ten percent (10%) of the total bid. This financial security shall be in the form of a bid bond, certified check or letter of credit. In order to be acceptable as financial security, a bid bond must be issued by one or more surety companies legally authorized to do business in Pennsylvania which retain as capital no less than the amount of the issued bond and said bond must be in form approved by the County. If the bonding company executes the bond through an attorney-in-fact, a Power of Attorney showing authority to act must accompany the bond.

Performance Bond - Financial security shall be further required to insure faithful performance of the work provided for in the Contract and to indemnify and save harmless the County from all liens, charges, claims, demands, losses, costs and damages of every kind and nature, whatsoever, except as is otherwise provided in said Contract is OPTION A - \$50,000, OPTION B -100% of the annual Contract.

Service Contracts; Reduction In Performance Security - In the case of service contracts where the County holds certified checks or a letter of credit as security for performance, the County may approve reduction in the amount of the security over the term of the Contract; provided, however, that at no time shall the amount of the security for performance be less than ten percent (10%) of the cost of the Contract.

Execution Of Finance Security - Any financial security furnished shall be an original, fully executed by both the prospective Contractor and the surety or sureties in ink and shall be in a form acceptable to the County. Where the prospective Contractor is a corporation, the security shall be signed by two officers of the corporation who have been duly authorized to do so by appropriate action of the corporation, and the seal of the corporation shall be affixed. Where the prospective Contractor is an individual or individuals, the security shall be signed by the individual or individuals affixing the signature to the bid. Changes or additions to bid security or to the signatures thereon may not be permitted after the opening of bids.

Contents Of Bid And Performance Security -

- A. The financial security submitted to the County *must* be the originally issued document, signed in BLUE ink.
- B. Both the name of the Contractor and the name of the issuing financial institution *must* appear on the financial security.
- C. The name of the insured and the name of the Contractor *must* be the same.
- D. The bid's title, contract number or description *must* appear in the financial security.

Insurance - A certificate evidencing the following minimum insurance must be provided when award is made, unless otherwise specified:

- A. GENERAL LIABILITY - Single limit of Bodily Injury and Property Damage \$1,000,000.00 per occurrence, combined single limit for bodily injury (including death) and property damage, with a contractual liability endorsement.
- B. LAWRENCE COUNTY and MERCER COUNTY must be listed as "Additional Insured" on the insurance certificate.

NOTE: The name(s) of the insured on the certificate must be the same as the name(s) of the Contractor listed on the bid document.

C. Insurance coverage must be an "OCCURRENCE POLICY". "Claims Made" policies are *unacceptable*.

D. WORKERS' COMPENSATION STATUTORY LIMITS.

E. AUTOMOTIVE LIABILITY INSURANCE – MINIMUM REQUIREMENTS: covering owned, non-owned and hired vehicles \$500,000.00 per person, \$1,000,000.00 per occurrence bodily injury (including death), and \$500,000.00 per occurrence property damage and shall name the County as an additional insured.

Insurance must be maintained in full force and effect throughout the term of the Contract. If insurance must be renewed during the term of the Contract, the new certificate of insurance must be forwarded to:

Lawrence-Mercer Counties Recycling/Solid Waste Department
430 Court Street, Lawrence County Government Center
New Castle, PA 16101

Failure to provide and renew such insurance as required shall be deemed a material breach of contract and shall be a basis for immediate termination of the Contract. The insurance requirements of this provision shall be in addition to any other insurance requirements of the Contract.

Fictitious Name Registration - Where a fictitious name is used, a certificate must be attached showing that the fictitious name is duly registered with the state.

Tax Status Of County – The County is exempt from all Federal Excise and Transportation Taxes, and the Pennsylvania Sales and Use Tax for purchase of tangible personal property. Therefore, a prospective Contractor should not include any such taxes in its calculations, or in the prices bid. However, if the prospective Contractor determines that certain taxes are properly payable by the County, the Contractor must include such costs in its calculations of bid prices. The County will not be responsible or liable for the payment of any of the aforesaid taxes, or any other tax paid or payable by the Contractor, unless specifically stated in bid.

Firm Price Bids - The County cannot allow escalation of prices during the contract term. This Contract is for fixed prices. Such statements as "interest charges applied on accounts 30 days or older" or "prices subject to revision" are considered escalation clauses. Any reference in documents submitted with the bid which indicates that the prices are not firm may be cause for rejection of the bid. The Contractor shall continue to be liable for any increase in costs above the Contract price for the balance of the term of this Contract, and the Counties shall not be responsible for any increase of wages or other costs thereof.

Payment Discounts - In determining the low bid, the County will not consider payment discounts quoted by the prospective contractors. However, the County will apply payment discounts offered by the successful bidder in the proposal to payments made in relation to the Contract when appropriate. The terms of payment discounts offered by the successful contractor must be clearly stated on each invoice submitted to the County in regard to this Contract.

Anti-Discrimination - Contractor shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job-related handicap, or sexual orientation.

Payment Of Taxes And Set-Off - Contractor warrants that any and all taxes or municipal claims that may be payable to the Counties by Contractor are current and not delinquent. If the County determined that there is an outstanding delinquency, that delinquency must be satisfied before a contract will be awarded to the delinquent Contractor. If any taxes or municipal claims become delinquent or owing during the term of this agreement or prior to final payment by County, Contractor hereby grants County the right to set-off that indebtedness against any amounts owing to Contractor under the terms of this Agreement. If, at any time, the Contractor fails or has failed to enter into any contract awarded by the County, the County expressly reserves the right to recoup any and all costs associated with rebidding or re-awarding of any contract awarded to this Contractor to another vendor. County reserves the right to apply set-off payments in whatever manner it deems appropriate.

Contract Not To Be Awarded To Persons In Arrears To County - No contract will be awarded to any corporation, firm or individual who is, for any reason, in arrears to the County or who has failed, in any former contract with the County, to perform work satisfactorily, either as to the character of the work or the time consumed in its completion.

Contractor To Be Qualified And Responsible - Before the Contract is awarded, prospective Contractors must satisfy the County that they have the requisite organization, capital, plant, ability and experience to satisfactorily perform the work under this Contract in accordance with the terms and conditions of the Contract and in conformity with the best modern practices and industry standards.

Collusion Between Bidders - If the County forms a reasonable belief that a prospective Contractor is interested in more than one proposal for the same item, that is sufficient cause for rejection of all proposals in which collusion between bidders is suspected.

Agreement - When To Be Signed - The Corporation, firm, or individual to whom the Contract is awarded will be required to sign the Articles of Agreement, prior to the submission of the completed bid package. Failure to sign the Articles of Agreement will render the bid non-responsive.

Rejection Of Bids - The County reserves the right to reject, for any reason whatsoever, any or all bids if it is in the best interest(s) of the County to do so.

Payment - It is the intent of the County to pay all invoices resulting from purchases under this Contract in sixty (60) calendar days from invoicing. The County CANNOT pay any INTEREST CHARGES or LATE PAYMENT CHARGES. Any inclusion of such charges may disqualify the proposal from award consideration and/or will be disregarded by the County.

Award - Award shall be made to the lowest *responsible* bidder on a low total basis as the County determines is in its best interests. Bidders should be mindful that the lowest-priced bidder may not be the lowest *responsible* bidder. Bidders must demonstrate the resources and experience to perform the requirements of the Contract to the satisfaction of the County.

Notice Of Award - Regardless of any notification of award to any prospective Contractor, all bids remain open and acceptable by the County for sixty (60) days from the bid opening date.

Nothing in this paragraph is to be considered a waiver of the County's rights against a prospective Contractor who fails to execute a contract once it is awarded.

Location Of Work - Services required or deliverable are for the designated sites listed in Proposal Form 3 Equipment and Locations and subject to change at the discretion of the County.

Scope Of Contract - This Contract will include all necessary repair, maintenance, and minor incidental work as described elsewhere herein, which cannot be properly estimated or planned in advance, or which may be of any emergency nature. The Director of the County authorizing the work to be done under this Contract shall be the sole judge of repair or maintenance or minor extension work to be carried out under this Contract, and shall direct same, and the successful Contractor agrees to accept such decisions as final and binding.

Special Programs

The County and the Contractor may work together on periodic programs for the collection of other recyclable materials. Any agreed upon collection programs are not anticipated to become part of the Countywide Recycling Drop-off Program for which this RFB is being sought. Bids for special programs are to be included under "Specialty Programs" on the "Proposal Sheet for Other Services" (Page 39). Special programs may become ongoing as part of this agreement with the mutual consent of the Contractor and Counties.

Third Party Participation In The Countywide Recycling Drop-off Program

The Contractor recognizes the County's interest in expanding recycling opportunities for residents and institutions. The Contractor shall cooperate with the County and allow third parties, such as schools, authorities, or government agencies to obtain the services prescribed in this RFP at the same rate(s). The Contractor shall also provide such assistance and facilities as may be reasonably required. Third parties that are interested in participating must secure approval from the County who will inform the Contractor of such interest. The Contractor shall invoice participating third parties directly for any service.

Quantity Of Work Contingent Upon Needs - It is hereby agreed that the County does not in any way guarantee or imply the amount of work, services, or commodities which may be required under this agreement. It is also mutually understood between the parties to this agreement that needs cannot be forecast. The intent of this proposal, and the subsequently awarded contract (if any be entered into), is to determine the lowest responsible bidder who will be able, willing, and ready to furnish proper equipment, qualified persons, and/or efficient service(s) as required under this contract. No liability shall attach to the County for any decision: (a) to limit the work under the contract; (b) to decline to award the contract; or (c) to decline to order any work to be performed under an awarded contract.

Supervision And Inspection - The Contractor further agrees that the work shall be at all times under the immediate supervision of the Director, who shall at all times have free access to all parts of the service work and all places where recyclables for the same are processed, and shall have every facility made available for the proper inspection of (a) all equipment used in, and (b) service executed for the work under this Contract. It is expressly understood and agreed that the inspection of the service and equipment by the Director will in no way diminish the responsibility of the Contractor or release him/her from the Contractor's obligation to perform and deliver to the County sound and satisfactory work. It is further agreed that the Contractor shall follow orders of the Director.

Failure To Perform Contract - If the Contractor fails to perform any of the elements of the Contract, the County shall have the right to purchase such services from other sources, and to charge to the Contractor or the Contractor's sureties any and all expenses arising from the necessity of purchasing materials or supplies, including any excess in price over the prices

fixed in the Contract. Contractors must return County-owned equipment within the time specified on a written notification of suspension from the Director of the County.

Contractor To Sustain All Losses - It is agreed that all loss or damage arising out of the nature of the work to be performed under this Contract, or any damages to the work itself, for any unforeseen obstruction or difficulties which may be encountered in the performance of the work or from the action of the elements, or from any cause whatsoever, shall be sustained and paid for by the Contractor until the same shall have been finally accepted and final payment made.

Compensation - Contractor hereby further agrees that his/her full compensation for furnishing all the required materials, labor, tools, equipment, etc., for the proper execution and completion of the whole of the work, and/or service to be performed under this agreement, will be the amount(s), as set forth in this agreement.

Indemnification - Contractor hereby agrees to indemnify, save and hold harmless, and defend County, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by Contractor of any services under this Agreement; any act, error or omission of Contractor or of an agent, employee or licensee of Contractor or subcontractor of Contractor; and any breach by Contractor of any of the terms conditions or provisions of this Agreement.

Monitoring And Evaluation - All services provided under this agreement shall be subject to monitoring and evaluation by County or its authorized representatives. Contractor shall supply County with written reports on program activity, in a form approved by County, as County may, from time to time, require. Contractor shall provide County with such additional information and data as may be periodically required by federal or state authorities, or by County itself. Authorized representatives of County shall have access to the books and records maintained by Contractor with respect to any services or materials provided to County pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting and copying any books, records, computer disks, memoranda, checks, correspondence or other relevant documents. All such aforementioned records shall be preserved by Contractor for a period of three (3) years after the termination of this Agreement.

Contractor Thoroughly Informed As To Work - Contractor hereby affirms that s/he has read each and every clause in the advertisement, Information to Prospective Contractors, specifications and agreements relating to this work and fully understands the meaning of each, and hereby agrees that s/he will comply with all the terms, covenants and agreements herein set forth; and that s/he fully understands the character of the work to be performed under this Contract.

Settlement Of Disputes - It is expressly covenanted and agreed that in the event of a disagreement or controversy arising between the Contractor and the Director as to the interpretation, specifications, or proper execution of this Contract, or as to settlement thereunder, or in the event any disagreement, as to any dispute under this Contract or the work involved, such dispute shall be brought immediately to the Director's attention in writing. The Director shall decide upon the dispute and such decision shall be final and conclusive, as to all matters in controversy, without exception or appeal, and all right(s) of action at law, in equity or otherwise, under and by virtue of this Contract are hereby expressly waived.

Subcontracting – If the Contractor intends to subcontract any part of the services required under this Contract, the Contractor must specify the parts and identify the subcontractor. The Contractor must identify the subcontractor and supply the qualifications and experience specific to that subcontractor in each segment of the proposal and on all areas on the proposal forms. The County will not issue any monies directly to subcontractors, even if the County is aware of and approved use of the subcontractor. The Contractor shall not assign any part of this Contract without the knowledge and written consent of County. The Contractor shall not assign any right to monies to be paid hereunder by the County. It is further agreed that no subcontract, if consented to, shall under any circumstances relieve the Contractor of any liabilities and obligations under this Contract, and should any subcontractor fail to perform the work undertaken in a satisfactory manner, such subcontract must be terminated immediately and ended by the Contractor upon notice of the Director to do so.

Workers Compensation - Contractor hereby agrees to perform the work described in this Contract in accordance with the Articles of Agreement, and further certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Contract is concerned, and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it has caused to be attached hereto.

Compliance With Laws - Contractor shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations, which are or should be applicable to any work performed under this Contract.

Governing Law - The Contract that is formed subject to these articles of Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

Option(s) To Extend

- 1) The County, in cooperation with the successful vendor(s) in regard to this contract, reserves the right to extend this Contract for up to ninety (90) days after the indicated expiration date as described in this Contract. This mechanism would be utilized in the event that a lapse in the current contract occurs before a new Contract can be established for the goods or services indicated on the contract. When applicable, an extension notice will be issued defining the exact extension of the Contract. All other terms and conditions of the extended contract will remain in full force and effect.
- 2) The County, in cooperation with the successful vendor(s) in regard to this contract, reserves the right to extend this Contract for up to a total of two (2) years after the indicated expiration date as described in this Contract. When applicable, an extension notice will be issued defining the exact extension of the Contract. The contract can be extended for one (1) period of two (2) years or two (2) periods of one (1) year each.

**OPTION A: COUNTY-OWNED VEHICLE FOR COMMINGLED FIBER
PROPOSAL SHEET FOR RATES, PRODUCTS AND SERVICES**

_____ Check here if this is the preferred method of collection.

The Proposal Sheet for Rates is included with the Bidding Documents for Reference. Bidders shall complete the electronic bid form within PennBid ("Prepare Your Submission" tab), inclusive of all pricing items and required supporting documents as identified.

BASE SERVICE:

Base service includes a total of up to 35 (thirty-five) fiber containers and six (6) glass containers. Each fiber container is six (6) cubic yards and will be serviced at frequencies shown below. Glass containers are fifteen (15) cubic-yard covered rollofs. Containers may be added to or removed from sites or levels of collection frequencies may be increased or decreased accordingly during the period of the contract based on needs. No warranties or guarantees are to be assumed or offered for the actual number of containers which will be serviced resulting from this contract. If containers are added to or removed from the program the total cost per month will be adjusted accordingly using the base service unit prices quoted here.

JANUARY 1, 2027 – DECEMBER 31, 2027

	Price per Container per Month	Total Price per Year
Containers serviced one (1) time/week (Fourteen Containers)	\$ _____	\$ _____
Containers serviced two (2) times/week (Twenty-one Containers)	\$ _____	\$ _____
	Price per Pull	Total Price per Year
Glass Containers (Thirty Pulls)	\$ _____	\$ _____
TOTAL 1ST YEAR OF CONTRACT:		\$ _____

JANUARY 1, 2028 – DECEMBER 31, 2028

	Price per Container per Month	Total Price per Year
Containers serviced one (1) time/week (Fourteen Containers)	\$ _____	\$ _____
Containers serviced two (2) times/week (Twenty-one Containers)	\$ _____	\$ _____
	Price per Pull	Total Price per Year
Glass Containers (Thirty-five Pulls)	\$ _____	\$ _____
TOTAL 2ND YEAR OF CONTRACT:		\$ _____

JANUARY 1, 2029 – DECEMBER 31, 2029

	Price per Container per Month	Total Price per Year
Containers serviced one (1) time/week (Fourteen Containers)	\$ _____	\$ _____
Containers serviced two (2) times/week (Twenty-one Containers)	\$ _____	\$ _____
	Price per Pull	Total Price per Year
Glass Containers (Forty Pulls)	\$ _____	\$ _____
TOTAL 3RD YEAR OF CONTRACT:		\$ _____

\$ _____	TOTAL FOR CONTRACT (Total of the three years.)
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**OPTION B: CONTRACTOR PROVIDED VEHICLES FOR COMMINGLED FIBER
PROPOSAL SHEET FOR RATES, PRODUCTS AND SERVICES**

 Check here if this is the preferred method of collection.

The Proposal Sheet for Rates is included with the Bidding Documents for Reference. Bidders shall complete the electronic bid form within PennBid ("Prepare Your Submission" tab), inclusive of all pricing items and required supporting documents as identified.

BASE SERVICE:

Base service includes a total of up to 35 (thirty-five) fiber containers and six (6) glass containers. Each fiber container is six (6) cubic yards and will be serviced at frequencies shown below. Glass containers are fifteen (15) cubic-yard covered rollofs. Containers may be added to or removed from sites or levels of collection frequencies may be increased or decreased accordingly during the period of the contract based on needs. No warranties or guarantees are to be assumed or offered for the actual number of containers which will be serviced resulting from this contract. If containers are added to or removed from the program the total cost per month will be adjusted accordingly using the base service unit prices quoted here.

JANUARY 1, 2027 – DECEMBER 31, 2027

	Price per Container per Month	Total Price per Year
Containers serviced one (1) time/week (Fourteen Containers)	\$ _____	\$ _____
Containers serviced two (2) times/week (Twenty-one Containers)	\$ _____	\$ _____
	Price per Pull	Total Price per Year
Glass Containers (Thirty Pulls)	\$ _____	\$ _____
TOTAL 1ST YEAR OF CONTRACT:		\$ _____

JANUARY 1, 2028 – DECEMBER 31, 2028

	Price per Container per Month	Total Price per Year
Containers serviced one (1) time/week (Fourteen Containers)	\$ _____	\$ _____
Containers serviced two (2) times/week (Twenty-one Containers)	\$ _____	\$ _____
	Price per Pull	Total Price per Year
Glass Containers (Thirty-five Pulls)	\$ _____	\$ _____
TOTAL 2ND YEAR OF CONTRACT:		\$ _____

JANUARY 1, 2029 – DECEMBER 31, 2029

	Price per Container per Month	Total Price per Year
Containers serviced one (1) time/week (Fourteen Containers)	\$ _____	\$ _____
Containers serviced two (2) times/week (Twenty-one Containers)	\$ _____	\$ _____
	Price per Pull	Total Price per Year
Glass Containers (Forty Pulls)	\$ _____	\$ _____
TOTAL 3RD YEAR OF CONTRACT:		\$ _____

\$ _____	TOTAL FOR CONTRACT (Total of the three years.)
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PROPOSAL SHEET FOR OTHER SERVICES

The Proposal Sheet for Rates is included with the Bidding Documents for Reference. Bidders shall complete the electronic bid form within PennBid ("Prepare Your Submission" tab), inclusive of all pricing items and required supporting documents as identified.

No warranties or guarantees are to be assumed or offered for the actual number, if any, of pickups resulting from this Contract. Rates provided on this page are not to be included in the total bid (Basis for Award).

ON CALL SERVICES (Required)

These are necessary to address overflowing/full bins and trash deposited on recycling depot sites.

Extra pick-ups of recycling containers between regularly scheduled pickups:

\$_____ PRICE PER CONTAINER

Cost per item to remove debris and trash deposited at recycling depot sites:

\$_____ Bulky Items

\$_____ White Goods (non-Freon)

\$_____ White goods w/Freon

\$_____ Tires

\$_____ Televisions

\$_____ Bagged/boxed Trash

ANCILLARY SERVICES (Required)

The County may require the following services for the program on an occasional basis throughout the term of the Contract.

Container removal/delivery fee: \$_____ PRICE PER CONTAINER

Hourly rate for vandalism repair: \$_____ PRICE PER HOUR

Rate to provide/haul a roll-off container: \$_____ PRICE PER HAUL

Container Painting: \$_____ PRICE PER CONTAINER

SPECIAL SERVICES

The County and Contractor may collaborate to provide additional recycling opportunities for residents. **Sizes are approximate.**

Co-mingled Recycling: \$_____ PRICE PER 6-YARD CONTAINER

Public Event Recycling (i.e. fair or festival): \$_____ PRICE PER 6-YARD CONTAINER

Roll-offs for programs: \$_____ PRICE PER 12-YARD ROLL-OFF

Roll-offs for programs: \$_____ PRICE PER 40-YARD ROLL-OFF

List other services and pricing the Contractor may be interested in offering the County.

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STATEMENT OF QUALIFICATIONS

Additional pages may be attached to complete this section.

1. Name of Contractor _____
Office Address _____
Phone Number _____
Name and Location of Processing Facility _____

2. Years in Business _____
3. Briefly state your qualifications and experience for performance of the contract.
4. Please give a brief description of any contractual or business relationships you have had with Lawrence County, Mercer County and/or other state/local governments within the past three years. Please include the dollar value of the contract or business relationship, and any repeat sales.
5. Please identify the Contractor's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Contractor is a public corporation, the officers, the members of the board of directors, and shareholders holding-more than three (3) percent of the corporate stock.
6. Please identify any subcontractor's, their principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Contractor is a public corporation, the officers, the members of the board of directors, and shareholders holding-more than three (3) percent of the corporate stock.

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PROPOSAL FORM 1
Contractor's Operational Plan

Use additional pages or attachments if necessary.

Identify the Material Recovery Facility(ies) where the materials from the Countywide Depot sites will be processed. If Contractor proposes to utilize an intermediate receiving site for the material collected, indicate the location of the site. Explain how the material will be received and transferred to the ultimate processing facility. A method of accurately weighing and tracking the material delivered from the Countywide Depot sites to the ultimate processing facility must be demonstrated. The County will not provide property of any kind on which an intermediate receiving site could be operated.

List Contractor's procedures to be used to deal with equipment breakdowns.

Describe procedures for pre-route breakdowns and breakdowns which occur while enroute.

PROPOSAL FORM 1
Contractor's Operational Plan

Explain how the Contractor will deal with issues such as missed pick-ups, blocked containers or overflowing containers.

List Contractor's procedures and amount of time to promptly respond to and resolve problems that are communicated to the Contractor by the County.

Describe in detail the Contractor's policy and procedures in the event of a motor vehicle accident, a moving violation, and other emergency situations.

The driver must ensure the gravity locks are in the locked position and maintain consistent alignment of the containers at the depot sites to sustain the aesthetic placement of the containers. Explain how Contractor will ensure the driver complies with this requirement.

PROPOSAL FORM 2
Subcontractors and Experience of Personnel

Provide a list of personnel in key positions (Manager Processing Facility, General Manager Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, etc.)

<u>Name</u>	<u>Position/Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The County expects to communicate directly with one individual designated for ultimate responsibility for the contract. County will be notified immediately of any changes to this information. Provide all of the following information.

Primary Contact Person: _____

Mailing Address: _____

Direct Phone Line: _____ Mobile phone: _____

Fax: _____ Email: _____

Preferred method of contact: _____

If using a subcontractor(s), list here.

PROPOSAL FORM 3 Equipment, Schedules and Locations

COUNTY-OWNED EQUIPMENT

The following equipment is to be provided by the County, for use by the Contractor during the term of the contract, and exclusively for the collection of recyclables from the Lawrence and Mercer County Countywide Drop-off Depots or special events. The County shall maintain ownership of the equipment provided.

Item	Features/Specifications
Front-load Collection Vehicle	2019 Mack Terrapro 64R McNeilus Atlantic 40-Yard Front Loader Miles: 160,866 (6/30/26)
Fiber Containers	Size: 6 Cubic Yards Quantity: 38 Containers Service Type: Front-load
Glass Containers:	Rolloff Size: 15 Cubic Yards Quantity: 7 Dimensions: 8 feet by 14 feet Hoist Type: Duel Cable and 36 inch Hooklift

HISTORY OF PAPER TONNAGE

Annual Tonnage of Mixed Paper						
Year	Mercer			Lawrence		
	Tonnage	Number of Sites	Number of Containers	Tonnage	Number of Sites	Number of Containers
2021	101	3	9	291	11	27
2022	90	3	9	270	11	27
2023	73	3	9	258	11	27
2024	78	3	9	246	11	27
2025	73	3	9	289	11	27

PROPOSAL FORM 3 Equipment, Schedules and Locations

REGULAR SCHEDULE

The following schedules note the depot site locations, pickup days, and pickup frequency. Route days are assigned based on use history and container emptying needs. The County is open to suggested changes in route days, and available on-site capacity provided the sites remain well serviced and free of litter and debris. Frequency of service is expected to remain the same as shown unless fully demonstrated to be a service advantage.

Weekly Collection Schedule - Lawrence County					
Site Location	Bins in Place	Pickup Day		Pickups per Week	
		Friday	Monday	2X	1X
Lawrence County Courthouse	7	7	7	7	
Enon Valley Borough	2	2	2	2	
Ellport Borough	2	2	2	2	
Slippery Rock Township	3	3	3	3	
Pulaski Township	2	2	0		2
North Beaver Township	2	2	0		2
Perry Township	1	1	0		1
Plain Grove Township	2	2	0		2
Scott Township	2	2	0		2
Hickory Township	2	2	0		2
SNPJ	1	1	0		1
Total Bins	26				
Totals		26	14	14	12

Weekly Collection Schedule - Mercer County					
Site Location	Bins in Place	Pickup Day		Pickups per Week	
		Friday	Monday	2X	1X
Hempfield Township	5	5	5	5	
South Pymatuning	2	2	2	2	
Perry Township	2	2			2
Total Bins	7				
Totals		7	7	7	2

The County reserves the right to cancel pickups, if in its opinion, sufficient capacity remains at the site to carry it to the next scheduled pickup. For example, at a site that is scheduled for pickup twice a week, the County may cancel the Friday pickup and only require the Monday pickup. If the County chooses to exercise this option, it will submit a full schedule to the Contractor by close of business on Wednesday. The Contractor will not invoice the County for two pickups, but may invoice the County for the single pickup at the twice per week rate.

PROPOSAL FORM 3

Equipment, Schedules and Locations

HOLIDAY PICKUP SCHEDULE

When the regular collection day falls on a holiday upon which the Contractor does not normally work, the Contractor will provide collection on the day following the holiday.

Extra Holiday Pickups

Additionally, there shall be an extra pickup for weeks of the Holidays listed below. The purpose of this extra pickup is for the greater quantities of recyclables that are generated during these times. This pickup will be the Wednesday of the Holiday week.

The sites impacted by the extra pickup schedule are subject to change depending on the needs of the program.

Holiday

New Year's Day

New Year's Contingency (week following the week of New Year's Day)

Easter

Memorial Day

4th of July

Labor Day

Thanksgiving

Christmas

Sites Impacted by the Holiday Extra Pickup Schedule

Courthouse

Hempfield

Ellport

Hickory

Perry

Scott

Pymatuning

Slippery Rock

GLASS RECYCLING SITE LOCATIONS

Lawrence County Courthouse*(430 Court Street, New Castle, PA 16101)

Wayne Township Volunteer Fire Department (5153 Ellwood Road, Ellwood City, PA 16117)

Elite EMS Hermitage (541 Mercer Avenue, Hermitage, PA 16148)

Hempfield Township Municipal Building* (278 South Mercer Street, Greenville, PA 16125)

Mercer County Cooperative Extension Office (463 North Perry Highway, Mercer, PA 16137)

*Denotes a Fiber Depot Site.

PROPOSAL FORM 3

Equipment, Schedules and Locations

The Contractor will be responsible for all container maintenance and minor repairs, including, but not limited to lids, locks, gates, hinges, and chains, during the term of the Contract. The containers have been manufactured to withstand normal service conditions incurred through collection and unloading. Repair or replacement of the containers through improper service, negligence or willful abuse by the Contractor will be the full responsibility of the Contractor.

Aesthetic appeal of the containers is vital to the success of the recycling drop-off program. The Contractor will be responsible for maintaining exceptional sanitary conditions of the containers and the area around the depots. The municipalities hosting sites will be primarily responsible for providing safe access and litter pickup. Sites at commercial locations must be maintained by the Contractor unless the County gives written exemption. Vandalism at the depots must be reported to the County immediately in the daily reports along with damage to the containers repaired by the Contractor. The County shall compensate the Contractor for time and materials due to vandalism.

State Contractor's capabilities and experience in container maintenance. Include details on how containers are repaired on and off site. Specify use of any subcontractors.

Explain how the Contractor will repair/replace broken locks and lids.

PROPOSAL FORM 3
Equipment, Schedules and Locations

If the Contractor uses the County's vehicle, the Contractor will be responsible for performing all state motor vehicle inspections, maintenance and repairs on the County-owned vehicles during the term of the Contract. At a minimum, Contractor will be expected to adhere to the preventive maintenance schedule recommended by the vehicle manufacturer.

State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedule for preventative maintenance. Specify any services subcontracted and to whom.

State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles the Contractor will temporarily provide in the event of a major vehicle malfunction or repair.

PROPOSAL FORM 4
Past Performance and Experience of Contractor

Name/Contact	Address	Phone	Dates/Type/ Value of Contract

List all contracts that were not completed, defaulted or terminated (partial or complete) within the past ten (10) years and the basis thereof. Use additional pages as necessary.

Submit declarations of the status of any criminal or civil litigation against both the parent company and all subsidiaries of the parent company. Also, submit declarations of the current status of any pending criminal or civil litigation naming any current officer of the parent company and all subsidiary companies as a defendant. For these declarations, "current officer" shall be defined to include those individuals who are presently serving or who have served within the last two years as an officer of the parent company. If the Offeror is a joint venture, unincorporated association, partnership, or any entity formed within the last 12 months, then the Offeror shall also submit such declarations of all entities forming such a joint venture, unincorporated association, partnership, or other entity. State whether an adverse decision in any such litigation may have a substantial impact on the operation or finances of your entity.

Company Name	
Address	
Contract Officer	
Telephone Number	FAX Number
Contract Number	Total Value of Contract
Explain	

PROPOSAL FORM 5
Recycling Facility Certification

Provide a copy of this form for each facility to be used in the Contract

THIS FORM MUST BE EXECUTED BY THE RECYCLING FACILITY

I acknowledge that _____ (Name of Recycling Facility) shall be responsible **to the County for the full and faithful performance of the processing and marketing of** Recyclables collected by _____ the Contractor under the City Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the County shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of _____ (Name of Firm/Facility) is capable of accepting the following materials for recycling: newsprint, magazines, corrugated cardboard and other mixed paper; and processing the Recyclables to the degree necessary to be marketable.

I certify that the processing system of _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected.

I agree that the County may visit and inspect _____ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: ☐Corporation ☐Partnership ☐Sole Proprietor ☐Unincorporated

Include either ☐Social Security ☐Federal Tax Identification Number: _____

Name of RECYCLING FACILITY	Phone
Address	Fax
Type or Print Name and Title of Officer or Authorized Representative of Recycling Facility	Attest:
Signature of Officer or Authorized Representative of Recycling Facility Date:	Corporate Seal

