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**Request for Proposals for Collection, Transportation, and Disposal of  
Solid Waste and Recyclables in the Borough of Souderton**

June 1, 2026

**Bids must be submitted by 10:00 AM (EST) on Friday, July 10, 2026.**

**A mandatory pre-bid meeting will be held at 10:00 AM (EST) at the Souderton Borough  
Municipal Building, Council Chambers, 31 W Summit Street, Souderton, PA 18964.**

**on Wednesday, June 17, 2026.**

**Questions are due no later than 5:00 PM (EST) on Wednesday, June 17, 2026 to  
sjarrett@soudertonborough.org.**

**Contract expected to be awarded on or around July 20, 2026**

**PROJECT OVERVIEW**

The Borough of Souderton, Montgomery County, Pennsylvania is seeking bidders to submit proposals for the collection, transportation and disposal of residential solid waste, recyclable materials, and bulk waste from each residential dwelling unit for a period of three (3) or five (5) years commencing January 1, 2027, within the Borough of Souderton, Montgomery County, Pennsylvania to a regulatory agency permitted disposal facility and/or recycling facility.

Bidders are to review all documents herein attached and appended, as well as Chapter 535, Solid Waste of the Souderton Borough Code available in Appendix "D." **All bids must be submitted and received by 10:00AM (EST) on Friday, July 10, 2026 by mail or in-person by Souderton Borough c/o Sara Jarrett-Eaton, Borough Manager, 31 W Summit Street, Souderton, PA 18964 whereby they will be publicly opened and read at the Souderton Borough Municipal Building, Council Chambers, 31 W Summit Street, Souderton, PA 18964.**

. All documents requiring action or supply of additional information are required to create a valid bid. Incomplete bids may be disqualified at the discretion of the Borough.

A mandatory pre-bid meeting will be held on Wednesday, June 17, 2026 at 10:00 AM (EST). The meeting will be held at the office of the Borough Manager in the Souderton Borough Municipal Building, 31 W. Summit Street, Souderton, PA 18964.

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**Borough of Souderton, Montgomery County, Pennsylvania**

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Legal Advertisement  
**Collection, Transportation, and Disposal of Solid Waste Recyclables, and Yard Waste  
Borough of Souderton, Montgomery County, Pennsylvania**

**NOTICE TO BIDDERS**

Sealed Bids with all required documents will be received at Souderton Borough, Montgomery County, Pennsylvania for “Residential Solid Waste and Recyclable Collection” from all residential and municipal properties within Souderton Borough. Requests for proposals and specifications may be found online at <https://www.soudertonborough.org/>.

Sealed Bids shall be received in person or by mail at the **Souderton Borough Municipal Building c/o Sara Jarrett-Eaton, Borough Manager, 31 W Summit Street, Souderton, PA 18964** between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, until 10:00 a.m. prevailing time on Friday, July 10, 2026 where they will be publicly opened and read at the **Souderton Borough Municipal Building, Council Chambers, 31 W Summit Street, Souderton, PA 18964**.

**All bids must be received by 10:00 a.m. (EST) on Friday, July 10, 2026 to be considered.** Bids must be submitted in accordance with all Bid Package requirements, as set forth in the Request for Proposal, detailed specifications, and bid documents. All bids shall be accompanied by a certified check or bid bond in the amount of ten (10%) percent of the Bid, made payable to Souderton Borough, along with a Surety’s Consent. The successful bidder must furnish each municipality a Performance Bond in the amount of one hundred (100%) percent of the amount of the Contract within twenty (20) days after the Contract is awarded.

A mandatory pre-bid conference is scheduled for Wednesday, June 17, 2026, at 10:00 a.m. at the Souderton Municipal Building, 31 West Summit Street, Souderton, Pennsylvania for review of the specification and bid documents and discussions on bidder questions and responses. All bidders must attend. Pre-Bid Meeting Minutes will be prepared and provided to all attendees. The Borough reserves the right to reject any or all bids and to waive any defects or irregularities in the bid proposal.

Sara E. Jarrett-Eaton, Secretary

Souderton Borough, Montgomery County, Pennsylvania

Ad Dates: Sunday, June 14, 2026 and Sunday, June 21, 2026.

Detailed Specifications  
**Collection, Transportation, and Disposal of Solid Waste and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

**1.0 Borough Background**

Souderton Borough is located in Montgomery County in southeastern Pennsylvania. Souderton Borough is governed by nine (9) elected Council members under a council-manager form of government. The Borough operates with a \$13 million annual budget and serves over 7,200 residents and is approximately 1.25 square miles.

**2.0 Scope of Services**

The services to be performed and provided consist of the collection, transportation and disposal of solid waste, recyclable materials and bulk items from each property within the Borough of Souderton in Montgomery County Pennsylvania to a DEP-permitted disposal site. For the purposes of bidding in response to this invitation to bid, **2,183 properties** (as of February 19, 2026) are to be provided with these services. Curb side leaf collection; curb side brush collection, and container service for construction and demolition waste is not included within the scope of work. Curb side leaf collection and brush collection services are provided by the Borough Public Works Department. In addition, Contractor shall include collection of one (1) bulk item per week or per month for each property as the case may be as outlined in section 3.0.

**3.0 Description of Bids Requested**

The Borough is seeking a variety of collection options from bidders. These options cover varying methods and frequency of collection. **To be considered, Bidders will be required to submit proposals for all the options herein described:**

**3.1 Base Bid – Bid a three (3) year contact – Manual (Not Fully Automated) Once a Week Collection – Bulk Once a Month– Contractor Owned Carts**

Curbside collection of **solid waste and recyclables from 2,183 properties once a week**, on a single day collection **OR** with one-half of the Borough collected (for example) on Mondays and Thursdays, and the other half of the Borough collected (for example) on Tuesdays and Fridays, collection of **one bulk item once a month** by contractor equipment and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Successful bidder will provide each unit or property with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.**

**3.2 Alternate #1 - Bid a three (3) year contract – Manual (Not Fully Automated) Once a Week Collection – Bulk Once a Week – Contractor Owned Carts**

Curbside collection of **solid waste and recyclables from 2,183 properties once a week**, on a single day collection **OR** with one-half of the Borough collected (for example) on Mondays and Thursdays, and the other half of the Borough collected (for example) on Tuesdays and Fridays, collection of **one bulk item once a week** by contractor equipment and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Successful bidder will provide each unit or property with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.**

**3.3 Alternate #2 - Bid a five (5) year contract – Manual (Not Fully Automated) Once a Week Collection – Bulk Once a Month– Contractor Owned Carts**

Curbside collection of **solid waste and recyclables from 2,183 properties once a week**, on a single day collection **OR** with one-half of the Borough collected (for example) on Mondays and Thursdays, and the other half of the Borough collected (for example) on Tuesdays and Fridays, collection of **one bulk item once a month** by contractor equipment and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Successful bidder will provide each unit or property with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.**

**3.4 Alternate #3 - Bid a five (5) year contract – Manual (Not Fully Automated) Once a Week Collection – Bulk Once a Week – Contractor Owned Carts**

Curbside collection of **solid waste and recyclables from 2,183 properties once a week**, on a single day collection **OR** with one-half of the Borough collected (for example) on Mondays and Thursdays, and the other half of the Borough collected (for example) on Tuesdays and Fridays, collection of **one bulk item once a week** by contractor equipment and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Successful bidder will provide each unit or property with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.**

**3.5** The bid form will also include a price to provide a 30 yard roll-off dumpster for the removal of demolition waste, street sweepings and/or other municipal waste materials.

Frequency of such service will be at the discretion of the Borough based on prevailing needs.

- 3.6** A second ninety-six (96) gallon wheeled trash container shall be made available to any property owner upon request. Each residential property owner requesting a second ninety-six (96) gallon wheeled container shall be responsible for the cost of the container, which shall not exceed the Successful Bidder's cost plus 10%. The Successful Bidder shall invoice the resident directly for the cost of the second container.

A sixty-five (65) gallon wheeled trash container, instead of the newly issued ninety-six (96) gallon wheeled trash container, shall be made available to any individual resident upon request who does not want, cannot use or manage, or does not produce enough residential solid waste to fill a ninety-six (96) gallon wheeled container each week. A copy of all additional trash container requests and information must be submitted to the Borough within 10 business days of providing the additional container to the property owner.

#### **4.0 Definitions**

As used throughout these bidding and contract documents, the following words shall have the meanings indicated:

- 4.1** Aluminum shall mean empty all-aluminum beverage and food containers.
- 4.2** Ashes shall mean the residue resulting from the burning of wood, coal, or other combustible material. This definition excludes ashes resulting from industrial processes.
- 4.3** Authorized Collector shall mean a person, individual, partnership, or corporation or employer or agent thereof authorized by contract with the municipality to collect solid waste from properties as herein defined under the terms and conditions of the Article. In the event of municipal collection, this definition shall include the governing body and employees thereof.
- 4.4** Bimetallic Containers shall mean empty food or beverage containers consisting of ferrous sides and bottoms and aluminum tops.
- 4.5** Bulk Waste shall mean large items or refuse, including, but not limited to, appliances (except Freon-containing appliances) and furniture, which require collection in other than conventional compactor refuse collection vehicles.
- 4.6** Cart shall mean any metal or plastic container which may be mechanically lifted and emptied into the collection vehicle.
- 4.7** Collection Automated Collection shall mean the method of waste collection consisting of vehicle or utilizing an automated collection system consisting of a single operator, side-loading

trash or recycling collection vehicle that uses a mechanical arm to lift a trash or recycling container and deposit the trash or recycling materials directly into the body of the collection vehicle. Manual Collection shall mean the method of waste collection consisting of manual labor picking up containers and disposing contents into a collection vehicle.

- 4.8 Commercial Properties shall mean all properties used for industrial or commercial purposes. Multiple-dwelling residential buildings containing more than four (4) dwelling units shall be treated as commercial properties.
- 4.9 Community Activity shall mean all events that are sponsored by public or private agencies or individuals, that include, but are not limited to, fairs, bazaars, socials, picnics, and organized sporting events attended by 200 or more individuals per day.
- 4.10 Composting shall mean a controlled microbial degradation of organic waste to produce a relatively nuisance-free product of potential value as a soil conditioner.
- 4.11 Composting Plant shall mean a facility used for composting.
- 4.12 Container shall mean a receptacle constructed of metal or plastic and used for the storage of solid waste and recyclables.
- 4.13 Coordinator shall mean the individual designated by the governing body to be responsible for solid waste management within the municipality.
- 4.14 Corrugated Paper shall mean the structural paper material with an inner core shaped in ridged parallel furrows and ridges.
- 4.15 Covered Electronic Devices shall mean desktop computers, laptop computers, computer monitors, computer peripherals, televisions, tablets, e-readers, and other similar devices, as set forth in the Covered Device Recycling Act, 35 P.S. § 6031.101, et. seq.
- 4.16 Curbside Recycling Collection shall mean the scheduled collection and transport of recyclable material placed at the curb line by residents subject to the Souderton Borough Solid Waste Ordinance.
- 4.17 Disposal shall mean the deposition, incineration, injection, dumping, spilling, leaking, or placing of Solid Waste into or onto the land or water in a manner that the Solid Waste or a constituent of the Solid Waste enters the environment, is emitted into the air, or is discharged to the waters of the Commonwealth. Disposal facilities include, but are not limited to, incinerators, municipal waste landfills and construction/demolition waste landfills as defined by the following: Act 101; Act 07; and PA DEP rules and regulations, as set forth at 25 P.S. §§ 75 and 272.
- 4.18 Disposal Site or Facility shall mean a site, location, tract of land, area, or premises used or intended to be used for solid waste disposal. Disposal sites or facilities include, but are not limited to, solid waste landfills and construction/demolition waste landfills regulated and approved by PA DEP.

- 4.19 Dump shall mean a site for the consolidation of waste from one or more sources, which has little or no management.
- 4.20 Dwelling shall mean a room or group of rooms located within a building and forming a single, habitable unit with facilities used or intended to be used for living, sleeping, cooking, and eating by one family.
- 4.21 Family shall mean one (1) person, or two (2) or more persons related by blood, foster relationship, marriage, or adoption, and in addition, any domestic persons who need not be so related, and in addition, domestic servants or gratuitous guests thereof, who are living together in a single, non-profit dwelling unit and maintaining a common household with single cooking facilities. A roomer, boarder, or lodger shall not be considered a member of the family.
- 4.22 Ferrous Containers shall mean empty steel or "tin" food or beverage containers.
- 4.23 Garbage (Food Waste) shall mean animal and vegetable waste resulting from the handling, preparation, cooking, and serving of goods. It does not include wastes from industrial processing or manufacturing of food products, bodies of dead animals, or human or animal excrement.
- 4.24 Glass Containers shall mean bottles and jars made of clear, green, or brown glass. Expressly excluded are non-container glass, plate glass, blue glass, porcelain and ceramic products.
- 4.25 Governing Body shall mean the elected officials of the municipality.
- 4.26 Hazardous Waste shall mean solid waste that is essentially harmful or potentially harmful to public health as defined in the Pennsylvania Solid Waste Management Act (Act 97). This shall include, but not be limited to, explosives, toxic materials, and medical waste. For purposes of this agreement, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner (e.g. aerosol cans, pesticides, fertilizers, etc.).
- 4.27 High-Grade Office Paper shall mean all white paper, bond paper, and computer paper used in commercial, institutional, and municipal establishments.
- 4.28 Incinerator shall mean any device used for the burning of solid waste where the factors of combustion (i.e., temperature, retention time, turbulence, and combustion air) can adequately be controlled at a PA DEP regulated and approved facility.
- 4.29 Institutional Properties shall mean those properties that house or serve groups of people (e.g., hospitals, schools, nursing homes).
- 4.30 Licensed Collector shall mean a person, firm, partnership, corporation, or public agency that has written authorization from the Pennsylvania Department of Environmental Protection ("PA DEP") under The Pennsylvania Waste Transportation Safety Act of 2002, 62 P.S. § 6201, et. seq., to collect, haul, transport, and dispose of municipal waste.

- 4.31 Magazines and Periodicals shall mean printed matter containing miscellaneous written pieces published at fixed or varying intervals, including catalogs and phone books. Expressly excluded, however, are all other paper products of any nature whatsoever.
- 4.32 Manual or Curbside Collection shall mean traditional (manual) collection from residential properties within Souderton Borough and municipality property, including but not limited to entirely manual lifting and loading or semi-automated or partially automated rear lifts/tippers, but not utilizing a fully automated collection system consisting of single operator, side loading trash or recycling collection vehicle that uses a mechanical arm to lift a trash or recycling container and deposit the trash or recycling materials directly into the body of the collection vehicle (Curroto System), which then periodically deposits the materials into the body of the collection vehicle.
- 4.33 Municipality shall mean the Borough of Souderton, Montgomery County, Pennsylvania.
- 4.34 Municipality Property shall mean any and all real property owned, leased, or under the operation or control of the Municipality.
- 4.35 Newsprint shall mean paper of the type commonly referred to as a newspaper and distributed at fixed or varying intervals, having printed thereon news and opinions containing advertisements and other matters of public interest. Expressly excluded, however, are newspapers which have been soiled and all other paper products of any nature whatsoever.
- 4.36 Operator shall mean any person who manages any solid waste storage, transfer, processing, or disposal operation.
- 4.37 PA DEP shall mean the Pennsylvania Department of Environmental Protection.
- 4.38 Person shall mean any individual, firm, partnership, association, corporation, institution, or other entity.
- 4.39 Plastic shall mean empty plastic food and beverage containers. Due to the large variety of types of plastic, the recycling regulations may stipulate specific types of plastic which may be recycled.
- 4.40 Private Collector shall mean a Collector licensed by the municipality to provide collection services to commercial or institutional properties on a private contract basis.
- 4.41 Processing shall mean any technology used for the purpose of reducing the volume or bulk of Solid Waste or any technology used to convert part or all of such materials for off-site reuse. Processing facilities include, but are not limited to, transfer facilities, recycling facilities, composting facilities, and resource-recovery facilities.
- 4.42 Recyclable Materials, also known as recyclables, shall mean those materials specified by the municipality for separate collection in accordance with recycling regulations. Such materials may include, but not be limited to, clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, junk mail, newsprint, magazines and periodicals, corrugated paper, cardboard, and plastics.

- 4.43 Recycling shall mean the separation, collection, processing, recovery, and sale or reuse of metals, glass, paper, plastics, and other materials which would otherwise be disposed of as solid waste.
- 4.44 Refuse shall mean all solid wastes, except body waste, and shall include, but is not limited to, garbage, ashes, bulk waste, and rubbish; except that refuse shall specifically exclude hazardous waste, recyclables.
- 4.45 Residential Property shall mean properties used as dwellings, including buildings having up to four (4) dwelling units in one (1) building. Multiple-dwelling residential buildings containing more than four (4) dwelling units shall be treated as commercial properties.
- 4.46 Residential Solid Waste shall mean garbage, refuse, yard waste, bulk waste, and other discarded solid materials.
- 4.47 Residue shall mean solid materials remaining after burning, including, but not limited to, ashes, metals, glass, ceramics, and unburned organic substances.
- 4.48 Rubbish shall mean solid waste exclusive of garbage (e.g., non-recyclable glass, metal, paper, or plastic) and non-compostable plant material, wood, or non-putrescible solid waste.
- 4.49 Salvage Operation shall mean any business, trade, or industry engaged in whole or in part in salvaging or reclaiming any product or material, including, but not limited to, automobiles, metals, chemicals, shipping containers, or drums.
- 4.50 Salvaging shall mean the controlled removal of reusable materials at a salvage operation.
- 4.51 Sanitary Landfill shall mean a Pennsylvania Department of Environmental Resources approved method of disposing of refuse on land without creating nuisances or hazards to the public's health or safety.
- 4.52 Scavenging shall mean uncontrolled or unauthorized removal of solid waste materials or recyclables.
- 4.53 Solid Waste shall mean garbage, refuse, yard waste, and other discarded solid materials, including, but not limited to, solid waste materials resulting from industrial, commercial, and agricultural operation, and from community activities. Liquids, semi-solids, and contained gaseous materials are hereby defined as solid waste. It shall not include solid or dissolved material in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants. In addition, it shall not include hazardous waste.
- 4.54 Solid Waste Management shall mean the purposeful, systematic control of the storage, collection, transportation, processing, and disposal of solid waste and recyclables.
- 4.55 Steel shall mean steel scrap or empty ferrous or "tin" food or beverage containers.

- 4.56 Borough Manager shall mean the duly appointed Borough Manager of the Borough of Souderton, Montgomery County, Pennsylvania.
- 4.57 Transfer Station shall mean a PA DEP regulated and approved fixed facility used for receiving refuse from collection trucks and placing it in large-volume, long-haul vehicles.
- 4.58 Wheeled Container shall mean a ninety (96) gallon capacity plastic mobile cart with molded wheels, plastic lid with Snap On hinge, steel pick up bar and molded-in handle for easy movement of the cart by householders. The container shall be designed so that the wheels and/or lid may be easily replaced without the need to replace the entire container.
- 4.59 Yard Waste shall mean grass clippings, weeds, hedge clippings, flower bed and garden waste, which may include minimum quantities of leaf waste, sticks and branches 1” in caliper or less. **Yard waste does not include bulk curbside leaf collection or curbside tree and brush collection for branches in excess of 1” in caliper.**

## 5.0 Examination of the Borough

Bidders shall be, and hereby are, directed to inspect the entire Borough of Souderton so that they might make their own judgment with respect to all the circumstances affecting the cost of the services in question and the nature of the work to be performed. The bidders shall assume all risks, whether or not patent, latent, hidden, or foreseeable, in connection with the aforesaid.

## 6.0 Specifications and Documents

Bidders are advised to carefully examine the documents and specifications describing the proposed work and make their own independent judgment with respect to the circumstances affecting the cost of the work and the performance required.

## 7.0 Collections

- 7.1 Schedule and Time: The Contractor shall collect solid waste, recyclables and bulk items as defined herein, throughout the Borough on routes and schedules approved by the Borough Manager.

7.2 Holidays:

- 7.2.1 The following holidays are designated as requiring no pickups:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

- 7.2.2 When collection is in force, residences not picked up due to the above-listed holiday schedule, will have their trash and recycling collected on the day following the holiday.
- 7.3 Collection Hours: Collections shall be made, commencing at 6:00 a.m. prevailing time and shall be continuously pursued until the routes are completed. Any deviation from this schedule should be reported to the Borough Manager or his/her designee.
- 7.4 Routes: Trucks shall always follow the same route, not to be changed except upon approval of the Borough Manager, so that service to residents will be at a reasonable, uniform pattern. All routes, schedules, and size and traffic of trucks upon streets and highways shall be subject to approval of the Borough Manager or his/her designee. The contractor is responsible for ensuring that the proper size truck is used on all routes so as not to damage any properties.
- 7.4.1 Any change of collection routes is subject to the approval of the Borough Manager or her designee.
- 7.5 Preparation of Material for Collection: Solid waste shall be placed in a proper plastic or metal receptacle with a close-fitting lid or a 96-gallon wheeled cart depending on the bid award. For manual collection, solid waste must be contained within the supplied 96-gallon wheeled cart.
- 7.5.1 Recyclables shall be kept separate from solid waste. All recyclable materials shall be placed together in a container specifically labeled for recycling or in a 96-gallon wheeled cart depending on the bid award. Containers shall be placed at the curb for collection.
- 7.6 Recyclables Collection: The Contractor shall collect (single stream) the following types of recyclables: magazines, office paper, brown paper bags, newspapers, paperboard, cereal box cardboard, dairy and juice containers, corrugated cardboard, junk mail, phone books, glass bottles and jars, plastic bottles and containers (recycle types 1 through 7), aluminum, tin and steel cans. The Borough reserves the right to expand or reduce the types of recyclables to be collected after 90 days notification to the Contractor. Any expansion of the types of recyclables collected from those listed above is subject to renegotiation of hauling charges.
- 7.7 Bulk Waste Collection: The Contractor shall provide bulk waste collection one time a week or one time a month, based upon the bid award. Bulk waste collection may be by open trucks with no limitation on size or requirements of container. If the awarded bid is for once-a-week collection, residents may place a maximum of one (1) bulk item per collection. If the awarded bid is for once-a-month collection, residents may place a maximum of one (1) bulk items per collection. Residents may be charged only for items that are in excess of the maximum.
- 7.7.1 Contractor is not required to collect appliances containing chlorofluorocarbons (CFC's).
- 7.7.2 As a result of the enactment of the Covered Device Recycling Act (Act 108) of 2010 (CDRA), residents may not place "covered" electronic devices at the curb for collection. Covered devices include, but are not limited to, desktop computers, tablets, laptop computers, computer monitors, computer peripherals, televisions and e-readers that have a browser and internet connectivity, as well as any other devices that may be covered by this Act. Residents must take their covered devices to a County-approved or State-permitted

drop-off location. Residents placing electronic devices or other ineligible bulk items are to be notified by the Contractor. Contractor in turn, will notify the Borough.

- 7.8.** Places of Collection: The collection shall be made from all units or properties within Souderton Borough. This shall include all streets, dedicated or undedicated, and shall include those streets that are temporarily closed for repairs or construction. In the latter case, special collection points shall be designated by the Borough Manager if the condition of the street would prevent access thereto by the Collector's truck. Collection shall be from the curb line of residences, except when the Contractor is directed by the Borough to collect at the door of a disabled person's dwelling.
- 7.9** Manner of Collection: Collection shall be made with a minimum of noise and traffic delay, and all recyclables and containers shall be handled as carefully and quietly as possible under the circumstances with containers and lids returned to the curb line in a neat and tidy manner. All lids and containers shall be returned so that they are not in the street or on the driveway.
- 7.10** Disposition of Municipal Waste and Recyclables Herein Defined: All of the municipal waste contracted to be collected herein shall be delivered to and deposited at a Pennsylvania Department of Environmental Protection permitted solid waste disposal or processing facility that can accept municipal waste. The contractor shall furnish, with its bid, an "Affidavit of Authorization and Capacity" from said disposal or processing facility granting them permission to dispose of said municipal waste collected for the term of this contract. The Borough reserves the right to specify a disposal facility at any time during the term of this contract with ninety (90) days' notice and subject to renegotiation of tipping fee and hauling charges, if warranted.
- 7.10.1** Recyclable materials shall be taken to a single-stream recyclables processing facility/MRF that is able to accept such materials and in compliance with federal, state and county laws and regulations. The contractor shall furnish, with its bid, an "Affidavit of Authorization and Capacity" from said recyclables processing facility/MRF granting permission to dispose of said recyclable materials collected for the term of this contract.
- 7.10.2** Contractor retains ownership of all the recyclable materials collected and hauled under the Borough.
- 7.11** Additional Collection: The Contractor shall provide an additional curbside collection of solid waste to those who request it. This additional collection is for solid waste not covered expressly in the contract (e.g., construction materials in excess of 35 gallons per week) or for refuse in excess of the limit. It is understood there will be a reasonable charge to the resident who requests this additional collection. Payment for these additional services are to be handled directly between the individual resident and the Contractor.
- 7.12** Amount of Solid Waste to Be Collected: Each dwelling shall be entitled to set out for Collector an amount of residential solid waste not to exceed one (1) provided 96-gallon cart.
- 7.12.1** Each dwelling shall be entitled to set out for collection an unlimited amount of recyclables or one (1) provided 96-gallon cart on each recycling collection day.

- 7.13** Acts of God and Natural Disasters: The Contractor shall be excused without penalty from either collecting or cleaning the debris resulting from hurricanes, storms of unusually heavy capacity, disasters, or other unusual phenomena of nature or acts of God which result in the production of substantial quantities of debris littering the streets and highways of the Borough or any private roads or driveways therein.
- 7.14** Temporary Suspension of Performance: It is specifically understood by the Contractor that strict compliance with the contract is required in order to provide for orderly and reliable collection of solid waste within Souderton Borough. No failure by the Contractor to strictly comply with all required performance of the contract shall be excused. Moreover, it is noted that the Contractor is solely responsible to provide the required labor in order perform the contract. A labor dispute or labor shortage shall not relieve the Contractor of this duty to strictly perform all aspects of the contract.

## **8.0 Equipment and Personnel**

- 8.1** Number and Types of Vehicles: The Contractor shall provide proof to Souderton Borough a list of all approved collection vehicles and major equipment to be used or being used for collection and transportation of solid waste and recyclable materials, including type, capacity, gross and empty weight, and license number. The list shall be updated whenever any changes occur in the approved collection vehicles and equipment being used. Compactor trucks shall be of adequate capacity to perform specified requirements, with closed, metal-body-type with an automatic compactor unit. Said trucks shall be in good and proper mechanical condition and in compliance with the minimum safety and sanitary regulations and laws of Pennsylvania, County of Montgomery, and Borough of Souderton. All such trucks shall be specifically designed to prevent leakage of any liquids or fluids.
- 8.1.1** Open-type vehicles may be used for the collection of Christmas trees, recyclables, and bulk waste which is separately collected in accordance with other provisions of this document. All open-type vehicles shall be covered with a suitable covering to prevent the discharge of refuse or recyclables from the vehicle. Recycling vehicles shall be so designed as to operate sufficiently for the recycling method. Commingled materials shall include clear glass, colored glass, aluminum, steel and bimetallic cans, and plastic. Recyclables shall be delivered to markets and recycling centers in the condition specified by the Borough.
- 8.1.2** Contractor shall complete, sign and provide at the time of the submission of their proposed bid, a Vehicle Dedication Affidavit on the form included herein and made part of this proposal.
- 8.1.3** Condition and Appearance of Vehicles: All vehicles and equipment shall be maintained in good working and operating condition, both with respect to safety and sanitation. Equipment shall not be overloaded so that refuse may spill or drop on the highways, or maintained as to permit the leakage of fluids. All trucks shall be regularly cleaned and kept in proper operating condition. Trucks and equipment shall likewise be of a uniform color, numbered, and shall bear the name, address, and local telephone number of the Contractor plainly visible on both cab and doors.

- 8.2** Cleanup: Each collection vehicle shall have at least one (1) broom and shovel to clean up refuse that may be spilled or otherwise scattered during the process of collection.
- 8.3** Identification of Personnel: The Contractor shall file with the Borough Manager a list of all badges or other suitable means of identification at all times while on the job. Changes in vehicles or equipment shall be reported to the Borough Manager.
- 8.4** Storage of Equipment: The Contractor, at their expense, shall store and park equipment in a convenient and lawful place. No trucks or equipment may be parked or stored on Borough streets, except during collection periods.
- 8.5** Offensive Employees: The Borough Manager or authorized representative may request a suspension or discharge of an employee for one (1) or more of the following offenses during working hours.

**8.5.1** These offenses shall include, but not be limited to:

- (a) Intoxication
- (b) The use of loud, profane, vulgar, or obscene language
- (c) Soliciting gratuities from the public for services
- (d) The refusal to collect or handle refuse as herein required
- (e) The wanton or malicious damage of containers or receptacles
- (f) The wanton or malicious scattering or spilling of refuse
- (g) Any other willful disregard of safety or sanitary requirements
- (h) Any act constituting a public nuisance or disorderly conduct

**8.5.2** Failure to remedy violations reported by the Borough Manager under this paragraph may result in a penalty of Two Hundred Fifty Dollars (\$250.00) to be deducted by the Borough from any monies due to the Contractor or which may become due the Contractor.

## **9.0 Carts**

The contractor shall supply, assemble and deliver a wheeled 96-gallon solid waste receptacle and a 96-gallon recycling receptacle to all existing units or properties in Souderton Borough. During the term of the contract, the Contractor will supply, assemble and deliver a new wheeled receptacle to all new units or properties within seven days upon notification by Souderton Borough.

**9.0.1** The wheeled receptacles shall comply with the ANSIZ245.30.30 and ANSIZ245.60 standards for safety and conformity. The solid waste receptacle and the recycling receptacle shall be different colors. The recycling receptacle shall be imprinted with the universal recycling logo. Recycling and collection information will be distributed with the new receptacles with a copy provided to the Borough Manager.

- 9.0.2** Maintenance of Carts: Repair and maintenance of solid waste and recycling wheeled carts and/or replacement of solid waste and recycling wheeled carts shall be provided by the contractor to the property owner at no cost to the owner or municipality during the term of the contract. The Contractor shall repair and/or replace any of the carts that are damaged at its expense in a timely manner. Carts which are stolen or unlawfully taken from the curbside either before, during or after collection, shall be reported to Souderton Borough and replaced by the Contractor at no additional cost to the Borough or resident.
- 9.0.3** Contractor will supply, assemble, and deliver new 96-gallon wheeled carts for solid waste and new 96-gallon wheeled carts for recyclable collection for each property in the Borough. The wheeled carts shall be provided by the contractor to the municipality at no cost during the term of the contract. In the event that the Borough needs additional wheeled carts above the initial amount, the Contractor shall supply, assemble and deliver them for a fee not to exceed the cost of the container and delivery.

## **10.0 Customer Service**

- 10.1** Customer service, including complaints from residents regarding, but not limited to, missed collection, skips, incomplete collection, bulk items and/or general disposal questions will be provided by the Contractor. The Contractor shall be responsible for managing all customer service requests provided to them by Souderton Borough within 24 hours of receipt of the complaint.
- 10.2** Contractor shall designate a Supervisor who shall be present within the Borough on collection days to supervise collection. Said Supervisor shall have a mobile phone on his or her possession and be made available to receive any complaints, answer any inquiries, and resolve any disputes with respect to the services supplied pursuant to this contract. The mobile phone number shall be provided to the Borough, so the Borough can directly contact said Supervisor at all times while collections are being made. The Supervisor shall be available to relay issues and situations encountered during collection to the Contractor's dedicated customer service person and/or team and the Borough. The Supervisor shall also take calls from the Borough regarding any unresolved collection, resident or contract issues. Further, the contractor shall have available an employee who may be contacted at a local phone number during the hours of collection. During non-collection hours, the contractor shall maintain a voice message answering system at this same local telephone number for residents to record any inquiries and/or complaints.
- 10.3** **Property Notification System** - The Contract shall offer to each property owner or occupant serviced under the contract the option to enroll in an e-mail or texting service during the contract term that provides information to each individual customer, including late collections or any other issues related to service under the contract. Each such e-mail or text message sent to said owner or occupant enrolled in the e-mail or texting service must include information such as telephone numbers or website links to the Contractor's main office so that the owner or occupant can obtain additional information on service

delays or changes to the manner of collection. A copy of each e-mail, text, or any other notification shall also be forwarded to the Borough.

- 10.4 Public Awareness Campaign** - The Contractor shall conduct one (1) mass mailing annually to every property in the Borough to promote public awareness of the Borough's solid waste and recycling collection program. The mailing shall be sent by March 15 each year, and shall provide general information on scheduling, routes, the proper preparation of recycling materials, and information on the property notification system.

The content of all mailings must be approved by the Borough Manager before being mailed or delivered by the Contractor. All costs involved in the mailings, including the cost of designing and printing the information and postage, shall be the responsibility of the Contractor. A copy of each mailing must also be provided to the Borough.

**10.4.1** At least thirty (30) days prior to the start of the contract, the Contractor shall conduct one (1) mass mailing to every property in the Borough to promote public awareness of the Borough's new solid waste and recycling collection program including information about collection dates, pickup times, bulk pickup rules, and telephone numbers or website links to the Contractor's main office so that the owner or occupant can obtain additional information on service delays or changes to the manner of collection. If automated collection is awarded, the mailing must also include an introduction to automated pickup, cart placement, and automated collection rules.

The content of all mailings must be approved by the Borough Manager before being mailed or delivered by the Contractor. All costs involved in the mailings, including the cost of designing and printing the information and postage, shall be the responsibility of the Contractor. A copy of each mailing must also be provided to the Borough.

- 10.5 Violation Notices** - The Contractor shall design a violation notice form to be used to advise units or properties of non-compliance with regulations on proper preparation of solid waste, recycling materials, or bulk items. Said notice shall be delivered by the Contractor directly to the unit or property on the date of the alleged non-compliance. The design and content of the form must be approved by the Borough Manager. A copy of each violation letter for each offense must be sent to the Borough.

- 10.6 Optional- Special Electronic Recycling Event** - As an optional service during the term of this contract, Contractor shall provide a cost to coordinate and host one electronic recycling event with Souderton Borough at a designated site within the Borough. The cost for this optional service will not be calculated in the total contract pricing.

## 11.0 Other Requirements

- 11.1** Cooperative Actions: The successful bidders shall cooperate with the Borough of Souderton in formulating and implementing a notification system whereby residents who do not prepare materials in accordance with the appropriate Municipal Ordinance shall be notified by affixing a ticket, sticker, or other device to the non-complying container(s).
- 11.2** Collection and Disposal Requirements: If, for any reason, public or private resource recovery facilities or recycling processing centers are made available to the Borough, the Borough reserves the right to open the contract for the purpose of renegotiating any and all aspects related to solid waste disposal. These aspects can include, but are not limited to, items such as place of disposal, costs of disposal, method, time, and conditions of disposal.
- 11.3** Disposal Documentation: The Contractor shall provide, on a monthly basis, evidence to the Borough of the actual quantity of waste generated by Souderton Borough residents which were disposed of at the approved disposal site. Such evidence may include waste tickets or monthly statements. The reports shall be submitted within thirty (30) days from the end of the previous month. Failure to submit such reports on a timely basis will result in a penalty of Five Hundred Dollars (\$500.00) to be deducted by the Borough from any monies due to the Contractor or which may become due the Contractor.
- 11.4** Americans with Disabilities Act (ADA): The Contractor shall comply with all of the provisions of the Americans with Disabilities Act. In addition, when directed by the Borough, the Contractor shall provide front door collection services, rather than curbside collection services, to those dwellings eligible for such service under the ADA.
- 11.5** Change in Disposal Site: The Contractor shall notify the Borough of any change of disposal site. The disposal site is subject to the approval of the Borough.
- 11.6** Collection Routes: Collection routes are subject to the approval of the Borough Manager. Any change of collection routes is subject to the approval of the Borough Manager. Container Service for Municipal Properties
- 11.7** Contractor shall supply and service containers for municipal waste and recyclable material at the following municipal facilities throughout the term of the contract. All containers shall be serviced weekly, with exception of the Swimming Pool Complex which shall be serviced twice per week during the swimming season:
- Souderton Municipal Building, 31 W. Summit Street
  - Souderton Public Works Garage, 154 N. Second Street
  - Souderton Waste Water Treatment Plant, 174 Cowpath Road
  - Souderton Swimming Pool Complex, 460 Wile Avenue

Contractor shall also provide 25 cardboard event boxes per year for use in the Community Park or for designated Main Street events.

## 12.0 Conditions of Work

- 12.1 The Borough of Souderton does not make any representations in connection with any phase of this proposal or in connection with any of the supplementary material which forms part of the total proposal.
- 12.2 Bidders must inform themselves fully of all the conditions relating to the work in question. Failure to do so will not relieve the successful bidder of their obligation to furnish and perform the work which forms the basis of this proposal or to carry out the provisions of the contract with respect to the performance of the contemplated work set forth in his bid.
- 12.3 Insofar as possible, the successful bidder in the execution of the work called for in this proposal must employ such methods or means as will avoid any interruption or interference with the operation of the affairs of the Borough, and the bidder shall likewise take the necessary steps to insure that there will be no infringement on the rights of the public during the course of the contract.

## 13.1 Preparation of Proposals

- 13.1 The bids, as required hereunder, shall be submitted by each individual bidder as a single set of bids or proposals under one sealed cover which together shall be deemed to form the required "Schedule of Prices." Further, all of the said bids are required to be submitted and the absence of any one such bid from the Schedule of Prices may, at the Borough's sole discretion, be cause for the Borough to reject the Bid or Proposal as being non-responsive. Further, each of the bids shall be deemed submitted as and for bidder's intent to perform fully and completely and in accordance with all of the requirements for performance as set forth in the contract documents all of which documents are considered as incorporated into any Bid or Proposal and part thereof.
- 13.2 Proposals must be submitted via sealed bid on the prescribed forms entitled "Schedule of Prices" along with all required documents to **Souderton Borough c/o Sara Jarrett-Eaton, Borough Manager by Friday, July 10, 2026, at 10:00 AM EST., whereby they will be publicly opened and read at the Souderton Borough Municipal Building, 31 W Summit Street, Souderton, PA 18964** . A certified check made payable to Souderton Borough or a Bid Bond in the sum of ten percent (10%) of the total bid amount shall accompany the bid as well as a Consent of Surety, and all documents required which are to be fully answered, completed, and duly executed. The Borough of Souderton reserves the right to reject any and all bids on any basis without disclosure or reason. The failure to make such a disclosure shall not result in the accrual of any right, claim, or cause of action by any unsuccessful bidder against Souderton Borough.
- 13.3 The failure to conform to any of these requirements, in the Borough's sole discretion, may result in the classification of a "Bid or Proposal" as being non-responsive and subject to rejection. Except as required by and in conformity with alternate bidding, the attachment of any conditions, limitations, or ancillary provisions by a bidder to his proposal may cause a similar classification and have a similar effect.

#### **14.0 Signature of Bidders**

- 14.1** The firm, corporation or individual name of the bidder must be signed in ink in the space provided for the same on the proposal blank. In the case of a corporation, the title of the officer signing must be likewise stated, the seal of the corporation must be duly affixed, and the corporate officer executing the document on behalf of the corporation shall attach thereto a certified copy of a resolution of the corporate Board of Directors indicating that officer's authority to make such a proposal and submit such a bid on behalf of the corporation. In the case of a partnership, the signature of at least one of the partners must follow the firm name together with an indication that the signature is that of a partner. In the event some other agent of the partnership submits or executes a bid for the firm, he shall attach thereto a notarized statement signed by each of the partners indicating that he is authorized to act as an agent for the partnership in this endeavor.
- 14.2** In the case of any bids submitted by an individual, the designation "individual proprietorship" shall follow the signature in question.
- 14.3** Any trade name used by a non-corporate bidder shall be so designated and shall be indicated as having been registered or not registered under the Fictitious Names Registration Act with the Secretary of State of the Commonwealth of Pennsylvania, and the Prothonotary of the County in Pennsylvania where so registered.

#### **15.0 Bidder's Affidavits**

Each bidder is required to fully complete and execute the Qualification Questionnaire and Affidavit, Vehicle Dedication Affidavit and the Non-Collusion Affidavit.

#### **16.0 Withdrawal of Proposal**

No proposal may be withdrawn, altered, or otherwise modified after it has been duly submitted.

#### **17.0 Consent of Surety**

Each proposal must be accompanied by a letter of consent from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania and such letter shall state that the surety therein mentioned agrees to furnish the required performance bond and any other bond required as a condition for the acceptance of proposal or award of contract hereunder.

#### **18.0 Bid Bond**

Each proposal must be accompanied by a certified check or bid bond made payable to Souderton Borough in the amount of ten (10%) percent of the Bid and submitted as a guarantee that, in the event the bid of the maker is accepted and a contract awarded to him, he will duly execute the same. The performance of that contract shall likewise be duly secured by the required performance bond.

#### **19.0 Scope and Area of Collection and Disposal of Refuse**

**19.1** The successful bidder shall collect solid waste and recyclables from every Borough unit or property; provide all the labor, tools, machinery, plant, and equipment; and perform all the work of collecting, removing, disposing, and delivering of solid waste and recyclables for the contract term from all properties within the Borough of Souderton, including such properties or dwellings which come into existence at any time during the term of the contract hereunder, and all in accordance with all of the attached documents.

## **20.0 Compensation**

**20.1** The Contractor shall receive basic compensation and an additional compensation, as defined herein.

**20.2** Basic Compensation – The Contractor shall receive basic compensation for the collection, removal, disposal, and delivery of solid waste and recyclables from all units or properties within Souderton Borough as of January 1, 2027. It is the Contractor's sole responsibility to determine the number of units or properties within Souderton Borough as of January 1, 2027.

**20.3** Additional Compensation – The Contractor shall receive additional compensation over and above the basic compensation and which additional compensation shall be paid for each dwelling which comes into existence on or after January 1, 2027. A dwelling is deemed to be in existence on the date a Certificate of Occupancy is issued by Souderton Borough and continues until the dwelling is demolished or ceases to be a dwelling as defined by Borough regulations. The additional compensation shall be determined by dividing the annual contract price by 2,183. This figure represents, for additional compensation purposes only, the additional compensation paid for each dwelling which comes into existence on or after January 1, 2027, and will be pro-rated on a monthly basis for that portion of the year or years remaining on the contract.

## **21.0 Method and basis for payment of compensation to be paid by Borough to contractor, as and when due and owing, whether for basic consideration or additional compensation.**

**21.1** The basic consideration due as compensation to Contractor shall be the amount set forth and bid as the price in the proposal and shall be the total basic consideration for its full, applicable contract term as designated in said Document, provided said bid is accepted by the Borough and contract awarded therefore, as submitted by the lowest responsible bidder.

**21.2** Said basic consideration for each year of the contract shall be payable in twelve (12) equal, monthly installments. Upon delivery of invoice to the Borough and after approval by Borough Council. Borough can make payment by check within 30 days.

**21.3** Additional compensation hereunder shall be due and owing by Borough to Contractor in amounts set forth on an invoice prepared by Contractor and delivered to Borough Manager by January 31 of the year following the year each new single-family dwelling was issued a certificate of occupancy. Additional compensation will be pro-rated based on the latest date on the certificate of occupancy. Payment shall be made within 30 days after approval by the Borough Council.

**21.4** The calculation of the basic consideration and/or additional compensation shall, as the case may be, reflect a pro-rata application thereof relative to the applicable, remaining term of the contract hereunder.

## **22.0 Term of Contract**

**22.1** The contract awarded hereunder will be for continuous performance over a full-term beginning January 1, 2027, and covering a period of three (3) years, ending December 31, 2029, with two (2) additional one (1) year options OR five (5) years, ending December 31, 2031, with two (2) additional one (1) year options.

**22.2** The Contractor shall be compensated in accordance with their proposal under the appropriate schedule in the Attachment, "Schedule of Prices."

**22.3** The Borough reserves the right to amend the contract at any time to require performance in accordance with any other appropriate schedule of the Document "Notice to Bidders," provided that Contractor shall be given a minimum ninety (90) days' notice of such amendment, and from and after the effective day of amendment, the Contractor shall be compensated in accordance with his proposal under the appropriate schedule in Attachment "Schedule of Prices." The Borough shall be responsible for notifying residents of the new collection schedule as a result of the contract amendment.

## **23.0 Disposition of Proposal Guaranty**

As soon as the lowest responsible bidder has been selected, all bid bonds and/or checks submitted with bids thereon shall be returned to all unsuccessful bidders, other than the lowest responsible bidder to whom the award is made, who shall thereupon execute the contract and furnish the required performance bonds or security for the performance of the contract within twenty (20) days after receiving notice from the Borough. Upon the execution and delivery of the contract and the furnishing of the required bonds or security for the performance of said contract, the bid bond and/or checks submitted by the said lowest responsible bidder shall be returned to such successful bidder. In case the bidder to whom such award is made shall fail to execute and deliver a contract and the necessary bonds within twenty (20) days after notice from the Borough to do so, the award to him shall be vacated and such bid bond or checks may be forfeited as liquidated damages, or the Borough may, at its option, recover from said bidder the differences between the price of his bid and the amount of the contract as shall be subsequently awarded, applying said amount of bid bond or check on account thereof.

## **24.0 Interpretations**

No interpretations of the meaning of the specifications or other contract documents will be made to any bidder. There will be a pre-bid meeting after which any supplemental instructions will be in the form of written addendum to the specifications, which, if issued, all parties of record receiving such specifications will be notified through email. Failure of any bidder to receive any such addendum shall not relieve the bidder from any obligation under his bid as submitted nor from any obligation to conform to the requirements herein set forth.

## **25.0 Qualifications**

The Borough may reject any bid received if the qualification questionnaire fails to satisfy the Borough that such a bidder is qualified to carry out the obligations of this contract and to complete the work as specified. Each bidder shall be required to complete and sign the affidavit of qualifications included herein and made a part of this proposal; and the failure to conform to this requirement may result in the classification of such bid as being non-responsive.

## **26.0 Collusive Bids**

Proposal of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such a manner as to make it appear that the proposal submitted is on a competitive basis from different parties shall be considered a collusive bidder. The Borough may reject the bid proposals of any collusive bidder upon bid opening.

## **27.0 Basis of Award**

The bid award will be based on the lowest responsible base bid. The base bid for this contract is based on the total cost of three years (2027, 2028, 2029) or five-years (2027, 2028, 2029, 2030, 2031), whichever "Schedule of Prices" is awarded.

## **28.0 Borough Ordinances**

The successful bidder will be required to comply with Chapter 535, Solid Waste, known as the Municipal Waste Collection and Recycling Ordinance of the Borough of Souderton, appended herein, as may be in effect during the term of this contract. The successful bidder acknowledges that Codified Ordinances of Souderton Borough, Chapter 535 Solid Waste may be amended from time to time by Souderton Borough and/or other member municipalities. Depending on the bid awarded, the Ordinance may be amended prior to the start of this contract term.

## **29.0 Documents**

All documents attached herein, including but not limited to Notice to Bidders, Instructions to Bidders, Ordinances, Maps, Contract, Qualification Questionnaire and Affidavit, Vehicle Dedication Affidavit, Non-collusion Affidavit, Schedule of Prices, General Specifications, and Detailed Specifications, are made part hereof and are intended, inter alia, to define the contractual obligations of the Contractor, also known as Bidder.

## **30.0 Obligation of Contractor**

The Contractor shall, at his own cost and expense and in strict conformity with the annexed documents, as well as the contract, furnish all the material, labor, and equipment for the collection, transport, disposal and/or delivery of solid waste and recyclables as defined herein, from all units or properties within Souderton Borough.

## **31.0 Supervision by Contractor**

The Contractor shall designate one or more responsible supervisors with a car or pickup truck that shall be present at all times in Souderton Borough while collections are being made. Said supervisor(s) shall be

available to monitor the collections being made, and to receive any complaints, answer any inquiries and, if possible, within his or her authority and responsibilities in the contractor's firm, resolve any disputes with respect to the services supplied pursuant to this contract.

**31.1** The successful bidder shall employ a responsible supervisor who may be contacted by the Borough between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, to receive complaints, assist with any problems, answer inquiries, and resolve disputes with respect to the services supplied pursuant to the service contract. Residents of the Borough shall direct their complaints, problems, inquiries, and disputes to the Contractor's designated customer service person/team for prompt resolution pursuant to this contract.

### **32.0 Notice to Contractor**

The residence or place of business designated in the bid or proposal upon which this contract is founded is hereby designated as the place at which all notices, letters, and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind which may, of necessity, be hereafter dispatched, may be sent by regular mail, and the Contractor shall be deemed to have received said notice. If the communication in question has been addressed to the Contractor at the aforesaid address and has been deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office, the date of service of the notice or other communication shall be the date on which the same was so deposited in the United States mail. Nothing herein contained shall be construed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally, it being agreed that personal service, while not required, is superior to the general mode of service by mail, as prescribed herein.

### **33.0 Inspection**

The Borough Manager, or authorized representative, may inspect the collections being made pursuant to this contract and may require correction of any improper performance or any deficient performance herein. The collection shall forthwith comply subject to arbitration procedures, if appropriate.

### **34.0 Insurance**

**34.1** Licensed Sureties and Insurers: All insurers and sureties underwriting the Contractor's or its subcontractor's insurance and bonds must be licensed in the Commonwealth of Pennsylvania and have a minimum rating of "A-" "VII" in the latest edition of Best's Insurance Reports, unless otherwise approved by the Borough.

**34.2** General Insurance Requirements: The Contractor shall not start work under this contract until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the Borough; nor shall the Contractor allow any subcontractors to start work on any subcontract until all insurance required by the subcontractor has been so obtained and approved by the Borough. Approval of insurance required of the Contractor will be granted only after submission to the Borough of original, signed certificates

of insurance or, alternately at the Borough's request, certified copies of the required insurance policies. Approval of insurance required shall not be unreasonably withheld.

**34.2.1** The Contractor shall require all subcontractors to maintain during the term of this contract, commercial general liability insurance, business auto liability insurance, and Workers' Compensation and employer's liability insurance in the same manner as specified for the Contractor. The Contractor shall furnish subcontractor's certificates of insurance to the Borough immediately upon request.

**34.2.2** The Contractor shall disclose any deductible or retention that is a condition of any of the Contractor's required insurance. Deductible or retention amounts greater than \$100,000 each occurrence, accident or in the aggregate, must be approved by the Borough. Approval of deductibles or retentions shall not be unreasonably withheld.

**34.2.3** All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material reduction in coverage until 30 days prior written notice has been given to the Borough.

**34.2.4** Therefore, the words, "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

**34.2.5** No acceptance and/or approval of insurance by the Borough shall be construed as relieving or excusing the Contractor or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provision of the contract.

**34.3** Contractor's Insurance: The Contractor shall secure and maintain, at its own expense, during the term of this contract, the following insurance:

**34.3.1** Commercial general liability insurance which insures against claims for bodily injury, property damage, personal injury, and advertising injury arising out of or in connection with, any operations or work under this contract, whether such operations or work be by the Contractor, its employees, or subcontractors or their employees. The policy shall provide minimum limits of liability as follows:

\$2,000,000 combined single limit — each occurrence

\$2,000,000 combined single limit — general aggregate

\$2,000,000 combined single limit — products/completed operations aggregate

\$2,000,000 combined single limit – pollution liability

- 34.3.2** Any general aggregate limit shall apply per project.
- 34.3.3** This insurance shall name Souderton Borough as additional insured. The commercial general liability policy shall afford coverage for the explosion, collapse and underground hazards, contractual liability and liability arising from independent contractors.
- 34.4** Business auto liability insurance which insures against bodily injury and property damage claims arising out of the maintenance, use, or operation of any "auto." The minimum limit shall be a combined single limit of \$2,000,000 per accident.
- 34.5** Workers' Compensation insurance and employer's liability insurance which satisfies the Contractor's statutory obligation to its employees in the states in which the Contractor operates under this contract. Employer's liability insurance must be secured with minimum limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee and policy limit for bodily injury by disease. Coverage for Pennsylvania benefits must be specifically referenced on certificates and certified policies provided to the Borough. Contractor will secure an agreement from their Workers' Compensation insurer to waive any right of subrogation against the Borough, its appointed and elected officials, officers, servants, agents, employees, and the engineer.
- 34.6.1** Umbrella excess liability insurance written to apply excess of commercial general liability insurance, business auto liability insurance, and employer's liability insurance. The policy should provide minimum limits as follows:
- \$5,000,000 each occurrence
  - \$5,000,000 aggregate other than products/completed operations and auto liability
  - \$5,000,000 products/completed operations aggregate
- 34.7** If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. The Contractor must either:
- 34.7.1** Agree to provide certificates of insurance to the Borough evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor's or subcontractor's work under this contract, or
  - 34.7.2** Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such endorsement shall evidence a retroactive date no later than the beginning of the Contractor's or subcontractor's work under this contract.

### **35.0 Correction of Breaches of Nonperformance**

In the event Contractor breaches this contract or fails to perform as required hereunder, in whole or in part, and in the event that the said lack of performance or breach is not remedied and corrected to the satisfaction of the Borough within twenty-four (24) hours from the service of written notice thereof, the Borough will thereupon have the power itself or by contract with third parties, to provide said remedies and corrections, including but not limited to full performance hereunder and to charge the costs thereof to the Contractor. The expense so incurred will be deducted and paid by the Borough out of such monies as may be due or may, at any time thereafter, become due to the Contractor under and by virtue of this contract or any part thereof. In the event that the costs of completing the work exceed the balance due on the original contract price, the Contractor shall be liable to the Borough for the amount of the excess and shall pay the same on demand. In the event that the Borough must retain an attorney to collect the same, the Contractor shall pay an attorney's fee as part of said collection equivalent to twenty percent (20%) of the obligation for the collection of which the Borough was required to retain an attorney. If the cost of completion is less than the balance due on the original contract price, the latter balance shall be paid to the Contractor. The Borough shall have the option and/or privilege of availing itself of the rights for the correction of breaches or non-performance hereunder or any procedures, remedies, rights, or penalties available to it under the contract of which these specifications are a part, or under Borough Code Chapter 535, including nullification of the contract in full, and/or pro rate reimbursement, and/or pro rate withholding of pro rate monies, and/or consideration, and/or compensation due Contractor, related to non-performance hereunder. The obligation of the surety will not exceed the stated principal amount of this Bond.

### **36.0 Penalties**

**36.1** The Borough Manager or his/her designee will notify the Contractor of each complaint report to the Borough. It shall be the duty of the Contractor to take whatever steps are necessary to remedy any complaints received by the Contractor's designated customer service representative and/or team or any unresolved complaints received by the Borough. Failure to remedy the complaints within the time period stipulated by the Borough will result in penalties as stated in the schedule below. Occurrence shall be defined as event specific and be separately tabulated per address. It is agreed that the Borough may deduct from any monies due, or which may become due to the Contractor, the penalty according to the following amounts:

**36.1.1** Failure to clean up spilled material shall result in a fine not to exceed One Thousand Dollars (\$1,000.00) per occurrence, plus costs including but not limited to labor, materials, and disposal incurred in spill cleanup.

**36.1.2** Failure or neglect to clear and resolve collection complaints within eight (8) working hours is a maximum Two Hundred Dollars (\$200.00) for each occurrence. However, in the event that a collection complaint (i.e., skipped trash or recycling collection) is repeated at the same address three or more times within the last 12-month period, the Borough may immediately impose a fine of a maximum Four Hundred Dollars (\$400.00) for the third

and subsequent complaints without allowing the Contractor the opportunity to avoid the fine by correcting the complaint within the next scheduled working day.

- 36.1.3** Changing the day of collection without notifying the affected premises or the Borough is a maximum One Thousand Dollars (\$1,000.00) for each occurrence.
- 36.1.4** Starting route collections before 6 a.m. is a maximum Five Hundred Dollars (\$500.00) for each occurrence.
- 36.1.5** Collection after the time prescribed in the contract without approval of the Borough as required is a maximum of Two Hundred Dollars (\$200.00) for each occurrence.
- 36.1.6** Failure to provide quality of performance required on a collection route after notification to correct performance factors concerning sorting of recyclables into proper collection bins, or similar violations, is a maximum Five Hundred Dollars (\$500.00) for each occurrence.
- 36.1.7** Penalty for Collector's contamination of a load of recyclables, or failure to properly separate recyclables, or other action which causes the shipment to be rejected by the recycling center or market is the disposal cost for dumping the material is One Thousand Dollars (\$1,000) per load. The Contractor is also responsible to remove the contaminated material from the recycling center to an approved disposal site.
- 36.1.8** Failure to return the trash and recycling containers and lids to their proper location is a maximum One Hundred Dollars (\$100.00) for each occurrence.
- 36.1.9** Failure to collect bulk item(s) appropriately placed for collection on the specified day of collection - One Hundred Dollars (\$100) per occurrence.
- 36.1.10** Failure to provide a supervisor on the street or to have mobile phone service - Two Hundred Dollars (\$200) per occurrence.
- 36.1.11** Placement of empty containers that block a driveway or street – Three Hundred (\$300) Dollars

### **37.0 Performance Bond**

- 37.1** Prior to the execution of the contract, the successful bidder shall be required to furnish a bond for the faithful performance of the contract, in an amount equal to 100% of the total contract price for the full term of the contract, within twenty (20) days after the award of the contract. The face amount of said bond may be reduced at the commencement of the second year of the contract by an amount equal to the base contract price for the first contract year then performed and concluded. The face amount of said bond may again be further reduced at the commencement of the third year of the contract by an amount equal to the base contract price for the second contract year then performed and concluded. The face amount of said bond may again be further reduced at the commencement of the third year of the contract by an amount

equal to the base contract price for the second year then performed and concluded. If applicable, the face amount of said bond may again be further reduced at the commencement of the fourth year of the contract by an amount equal to the base contract price for the third contract year then performed and concluded. The face amount of said bond may again be further reduced at the commencement of the fifth year of the contract by an amount equal to the base contract price for the fourth contract year then performed and concluded. Similar reductions also apply where option years are exercised.

**37.2** Agents of the bonding companies who write bonds for the performance of the contract shall furnish the necessary power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the particular type of bond to be furnished, as well as the right of the surety company to do business in the Commonwealth of Pennsylvania, all in forms acceptable to the Borough.

### **38.0 Term of Performance**

(1) Performance by Contractor hereunder shall be continuous and for either: (1) An initial three (3) year term, commencing on January 1, 2027, and ending on December 31, 2029, with two (2) additional one (1) year options; or (2) An initial five (5) year term, commencing on January 1, 2027, and ending on December 31, 2031, with two (2) additional one (1) year options. . Written notice of the acceptance by Borough of Contractor's proposal shall be delivered by Borough to Contractor at least thirty (30) days prior to January 1, 2027. At any time prior to the expiration of the original five (5) year term of the contract, or prior to the expiration of any option year exercised hereunder, the Borough may, at its sole discretion, solicit bids for a new solid waste and recycling contract that will commence at the end of either the original five (5) year term or at the end of any option year exercised hereunder. Any such solicitation and receipt of bids thereunder shall not be a waiver of the Borough's right to timely exercise any option to extend the contract an additional term or terms.

### **39.0 Assignment**

Any rights or duties of this contract shall not be assigned or delegated to any person, firm, or corporation, except upon the written consent and approval of the majority of the members of the Borough Council of the Borough of Souderton.

**ATTACHMENT A - Cover Letter**  
**Collection, Transportation, and Disposal of Solid Waste and Recyclables**  
**Borough of Souderton, Montgomery County, Pennsylvania**

TO: Borough Manager, Souderton Borough

SUBJECT: Solid Waste and Recyclables Collection, Disposal, and Delivery Specifications, Contract, and Related Documents

On behalf of my firm, \_\_\_\_\_, as part of my complete bid, the following documents are attached:

- Attachment A: Covering Letter (this document)
- Attachment B: Contract
- Attachments C-1, C-2, C-3, C-4, C-5 and Roll Off Schedule of Prices
- Attachment D: Bid Bond
- Attachment E: Qualification Questionnaire and Affidavit
- Attachment F: Vehicle Dedication Affidavit
- Attachment G: Contractor Insurance Requirement
- Attachment H: Affidavit Accepting Provisions of the Workmen's Compensation Act
- Attachment I: Non-Collusion Affidavit
- Attachment J: Hold Harmless Agreement
- Attachment K: Waiver of Right to File Mechanic's Lien
- Consent of Surety required by Section 17
- Affidavit(s) of Authorization and Capacity required by Detailed Specifications Sections 7.10 and 7.10.1 for both solid waste disposal or processing facility and recyclables processing facility/MRF.

The Borough of Souderton, through its Council Members, solicits your bid in accordance with the aforesaid documents and the terms and conditions contained herein, attached hereto, and made a part hereof.

By submitting this document and the specified supplemental information, the undersigned acknowledges receipt of a full and complete set of the described documents and agrees to comply with the terms and conditions as presented and defined in this bid document as of this

\_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Authorized Officer-Owner-Agent (Seal)

**ATTACHMENT B – Contract**  
**Collection, Transportation, and Disposal of Solid Waste, and Recyclables**  
**Borough of Souderton, Montgomery County, Pennsylvania**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the BOROUGH OF SOUDERTON, in the County of Montgomery and the Commonwealth of Pennsylvania, party of the first part (hereinafter designated Borough) and \_\_\_\_\_, party of the second part (hereinafter designated Collector and also known as Contractor).

WHEREAS, Borough has duly accepted Collector's bid proposal dated \_\_\_\_\_, 2026, and in reliance thereon has awarded to Collector, as lowest responsible bidder, the written contract; and

WHEREAS, Collector has had full opportunity to read and review all of the contract documents and has submitted said proposal as incorporating by reference all of said documents.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and as well for the promise by Borough to pay Collector as specified herein and the promise of Collector to Borough of full and complete performance in accordance with the contract documents, the parties hereto covenant, contract, and agree as follows:

1. Collector shall and will, for the period of three (3) (or five (5) years as the case may be), commencing January 1, 2027 and ending December 31, 2029 (or 2031 as the case may be), provide all the labor, tools, machinery, plant, and equipment and perform all the work of collecting, removing, and disposing of or delivering solid waste and recyclables from all properties within Souderton Borough under "Schedule of Prices" (to be added upon award of bid).
2. The parties hereto hereby agree that the contract documents herein included shall be and are incorporated by reference to all documents of this bid.
3. It is hereby mutually understood and agreed that the relation of Collector to the work included in this agreement is that of an independent contractor, and that, as such, he will be responsible for all damage, loss, or injury to persons or property that may arise or be incurred in or during the conduct and progress of the work included in this agreement, either by himself or by subcontractors, agents, or employees, whether or not the same shall result from negligence and that Borough shall be held and kept free and discharged of and from any and all responsibility or liability therefore of any sort or kind; that Collector shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty; that Collector shall make good any damage that may occur to property in consequence of the work

or any of it, and shall assume all blame, loss, and responsibility of whatsoever nature by reason of neglect or violation of any Federal, State, County, or Borough laws, regulations, or ordinances, or of any rules or regulations of the Department of Environmental Protection of the Commonwealth of Pennsylvania, or any Board of Health to which he is subject. Collector further agrees to indemnify, reimburse, and save harmless the Borough from any claim or claims or damages caused to persons or property arising out of the doing of work including legal costs and collection, and/or counsel fees caused in defending any suit or suits that may be instituted against the Borough and any judgment that may be obtained in any such suit(s).

4. To the fullest extent permitted by law, the Contractor covenants to save, defend, keep harmless, and indemnify the Borough and its appointed and elected officials, officers, servants, agents, and employees from and against any and all claims, loss, damage, injury, cost including court costs and attorney's fees, charge, liability, or exposure, however caused, resulting from or arising out of or in any way connected with the Contractor's performance of the Contract terms or its obligations under the Contract.
5. Collector shall and will accept, insofar as the work covered by this contract is concerned, the provisions of the Pennsylvania Workers' Compensation Act and any and all supplements and amendments thereto which have been or may hereafter be passed, and will either insure their liability thereunder or file with Borough a certificate of exemption from insurance duly issued by the Bureau of Workers' Compensation of the Department of Labor and Industry of the Commonwealth of Pennsylvania.
6. Collector further agrees to furnish bonds satisfactory to Borough, with approved corporate surety, in the sum of one hundred percent (100%) of the total contract amount for the first year of the period of performance in accordance with the requirements set forth in attached Documents conditioned for the full and faithful compliance by Collector with all the terms, conditions, and requirements of this agreement, and said bonds to be delivered to Borough within twenty (20) days after the award of this contract.

It is expressly understood and agreed that all liabilities, duties, and obligations of Collector hereunder shall, in the event of his default or failure to perform any or all of the terms and conditions hereof, apply and extend to any surety or sureties who may give bond hereunder for the faithful performance of the work under this agreement in all respects, whether in the provisions hereof or hereunder the surety shall be specifically referred to or not. It is further understood and agreed that all rights and remedies of Borough hereunder are cumulative and not alternative and may be enforced alternately, successively, or concurrently as Borough may elect. This agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Collector agrees not to assign or delegate any rights or duties under this contract or any portion of the work hereby contracted for without the consent of the Borough in writing,

and in no event shall any assignment or delegation relieve Collector or his surety or sureties from prime responsibility for the faithful performance of this contract.

7. Borough for an in consideration of the covenants and agreements to be kept and performed by Collector as herein set forth covenants and agrees to pay Collector for the work done under and in pursuance of this contract the sum of (to be completed upon award of bid), plus additional compensation as required, all such sums and/or additional compensation to be paid in accordance with the provisions for payment contained in the attached documents.
8. In the event of any dispute between the parties hereto as to compliance with the terms and provisions hereunder, said dispute may, at the option of the Borough, unless otherwise provided hereunder, be submitted to the American Arbitration Association for arbitration, whose decision shall be final and binding upon the parties provided, however, that the Borough shall first give Collector written notice, forty-eight (48) hours prior to such submission to the American Arbitration Association and shall make known in said notice the nature of the dispute and the requirements considered by the Borough to be necessary to be met in order to avoid arbitration. In addition to the aforesaid rights of arbitration accruing to the Borough, the Borough shall have the right, through its Borough Manager, to advise the Collector, in writing, of any particular or specific breach of any term or provision hereunder and said notice by the Manager shall be considered to have been accepted by Collector without defense and subject to immediate compliance by Collector unless Collector, within twenty-four (24) hours after receipt of said notice, denies, by written notice to Borough, the allegations of breach contained in said notice of Borough Manager and advises that it (Collector) desires the alleged breach or breaches to be submitted for arbitration to the American Arbitration Association as aforesaid. Failure of the Borough to avail itself of arbitration under the terms and conditions hereof, with respect to the American Arbitration Association, shall not be deemed to constitute a waiver of Borough's right to pursue any and all other remedies in law or equity for the determination and/or satisfaction of its rights hereunder.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, hereby have caused this contract to be signed, sealed, and delivered with their seals attached, duly attested, the day and year above written.

BOROUGH COUNCIL  
SOUDERTON BOROUGH  
MONTGOMERY COUNTY

ATTEST:

BY:

\_\_\_\_\_

Secretary, Borough Council

\_\_\_\_\_

President, Borough Council

(Borough Seal)

“COLLECTOR” known as

(Corporate Seal)

\_\_\_\_\_

ATTEST:

BY:

\_\_\_\_\_

(If Corporation) Secretary

\_\_\_\_\_

Duly Authorized President or Partner or Owner

NOTE: If Collector is corporation, copy of Resolution of Board of Directors of Collector-Corporation authorizing execution hereof must be attached.

**ATTACHMENT C-1 – Schedule of Prices  
Collection, Transportation, and Disposal of Solid Waste and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

**Base Bid - Three (3) year contract – Manual (Not Fully Automated) Once a Week  
Collection – Bulk Once a Month– Contractor Owned Carts**

Curbside collection of **solid waste and recyclables from 2,183 properties once a week**, on a single day collection **OR** with one-half of the Borough collected (for example) on Mondays and Thursdays, and the other half of the Borough collected (for example) on Tuesdays and Fridays, and delivery of said materials to a designated disposal facility or recycling center as set forth in this document for the Borough and collection of **one bulk item once a month** by contractor equipment, and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Successful bidder will provide each unit or property with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.**

<b>Total Bid Price – based on 2183 units</b>	<b>Annual Cost per Unit</b>
2027 _____	2027 _____
2028 _____	2028 _____
2029 _____	2029 _____
 Option Years	 Option Years
2030 _____	2030 _____
2031 _____	2031 _____

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**ATTACHMENT C-2 – Schedule of Prices  
Collection, Transportation, and Disposal of Solid Waste and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

**Bid – Alternate #1 - Three (3) year contact – Manual (Not Fully Automated) Once a Week  
Collection – Bulk Once a Week– Contractor Owned Carts**

Curbside collection of **solid waste and recyclables from 2,183 properties once a week**, on a single day collection **OR** with one-half of the Borough collected (for example) on Mondays and Thursdays, and the other half of the Borough collected (for example) on Tuesdays and Fridays, and delivery of said materials to a designated disposal facility or recycling center as set forth in this document for the Borough and collection of **one bulk item once a week** by contractor equipment, and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Successful bidder will provide each unit or property with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.**

<b>Total Bid Price – based on 2183 units</b>	Annual Cost per Unit
2027 _____	2027 _____
2028 _____	2028 _____
2029 _____	2029 _____
Option Years	Option Years
2030 _____	2030 _____
2031 _____	2031 _____

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**ATTACHMENT C-3 – Schedule of Prices  
Collection, Transportation, and Disposal of Solid Waste and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

**Bid - Alternate #2 - Five (5) year contract – Manual (Not Fully Automated) Once a Week  
Collection – Bulk Once a Month – Contractor Owned Carts**

Curbside collection of **solid waste and recyclables from 2,183 properties once a month**, on a single day collection **OR** with one-half of the Borough collected (for example) on Mondays and Thursdays, and the other half of the Borough collected (for example) on Tuesdays and Fridays, and delivery of said materials to a designated disposal facility or recycling center as set forth in this document for the Borough and collection of **one bulk item once a month** by contractor equipment, and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Successful bidder will provide each unit or property with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.**

<b>Total Bid Price - based on 2,183 properties</b>	<b>Annual Cost per Unit</b>
2027 _____	2027 _____
2028 _____	2028 _____
2029 _____	2029 _____
2030 _____	2030 _____
2031 _____	2031 _____
 Option Years	 Option Years
2032 _____	2032 _____
2033 _____	2033 _____

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**ATTACHMENT C-4 – Schedule of Prices  
Collection, Transportation, and Disposal of Solid Waste and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

**Bid - Alternate #3 - Five (5) year contract – Manual (Not Fully Automated) Once a Week  
Collection - Bulk Once a Week – Contractor Owned Carts**

Curbside collection of **solid waste and recyclables from 2,183 properties once a week**, on a single day collection **OR** with one-half of the Borough collected (for example) on Mondays and Thursdays, and the other half of the Borough collected (for example) on Tuesdays and Fridays, and delivery of said materials to a designated disposal facility or recycling center as set forth in this document for the Borough and collection of **one bulk item once a week** by contractor equipment, and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Successful bidder will provide each unit or property with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.**

<b>Total Bid Price - based on 2,183 properties</b>	<b>Annual Cost per Unit</b>
2027 _____	2027 _____
2028 _____	2028 _____
2029 _____	2029 _____
2030 _____	2030 _____
2031 _____	2031 _____
 Option Years	 Option Years
2032 _____	2032 _____
2033 _____	2033 _____

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**ATTACHMENT C-5– Schedule of Prices**  
**Collection, Transportation, and Disposal of Solid Waste and Recyclables**  
**Borough of Souderton, Montgomery County, Pennsylvania**

A second ninety-six (96) gallon wheeled trash container shall be made available to any property owner upon request. Each residential property owner requesting a second ninety-six (96) gallon wheeled container shall be responsible for the cost of the container. The Successful Bidder shall invoice the resident directly for the cost of the second container.

A sixty-five (65) gallon wheeled trash container, instead of the newly issued ninety-six (96) gallon wheeled trash container, shall be made available to any individual resident upon request who does not want, cannot use or manage, or does not produce enough residential solid waste to fill a ninety-six (96) gallon wheeled container each week. A copy of all additional trash container requests and information must be submitted to the Borough within 10 business days of providing the additional container to the property owner.

**Total Bid Price - based on 2,183 properties**

**Cost to Resident for each additional  
96-gallon container to be collected by the vender: \_\_\_\_\_**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**PROPOSAL BID FORM**  
**ROLL-OFF**

**Roll-off container unit price** - Unit price for a 30 cubic yard roll off container.

30-cubic-yard container

**THREE YEARS WITH TWO – ONE (1) YEAR OPTIONS**

30-cubic-yard container

2027 \_\_\_\_\_

2028 \_\_\_\_\_

2029 \_\_\_\_\_

**Option Years**

2030 \_\_\_\_\_

2031 \_\_\_\_\_

**ALTERNATE - FIVE YEARS WITH TWO- ONE (1) YEAR OPTIONS**

30-cubic-yard container

2027 \_\_\_\_\_

2028 \_\_\_\_\_

2029 \_\_\_\_\_

2030 \_\_\_\_\_

2031 \_\_\_\_\_

**Option Years**

2032 \_\_\_\_\_

2033 \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit  
(Exhibit C).

**ATTACHMENT D – Bid Bond**  
**Collection, Transportation, and Disposal of Solid Waste and Recyclables**  
**Borough of Souderton, Montgomery County, Pennsylvania**

Know ALL MEN BY THESE PRESENTS, that we AS PRINCIPAL \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, and authorized to transact business in the Commonwealth of Pennsylvania, AS SURETY, are held and firmly bound under Souderton Borough, Montgomery County, Pennsylvania, hereinafter called the OBLIGEE **the sum of** \_\_\_\_\_ lawful money of the United States of America (which is ten percent (10%) of the total bid amount) for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that whereas the Principal will furnish to the Obligee, bonds with good and sufficient surety and insurance certificates and copies of the policies as may be required by the Contract Documents and upon due acceptance of said Proposal and award of a Contract to him by the Obligee will execute and deliver the Agreement within the times in the forms and in the amounts appropriate, required by the Contract Documents, then this Bond will be void otherwise, this Bond will be and will remain in full force and effect.

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

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**Contractor:**

**Surety Company:**

**By:** \_\_\_\_\_  
Printed Name

**By:** \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Seal:**

**Witnessed or Attested By:**

**By:** \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

**ATTACHMENT E – Qualification Questionnaire and Affidavit  
Collection, Transportation, and Disposal of Solid Waste, and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

**INSTRUCTIONS:** BIDDER SHALL COMPLETE AND SIGN THE AFFIDAVIT OF QUALIFICATIONS ON A SEPARATE SHEET(S).

Failure to answer all questions will render such bid as non-responsive.

1. For each vehicle that you propose to use in providing collection services within the community under this contract, please provide the following information:
  - a. number of trucks, name of insurance carrier, amount of insurance on each vehicle;
  - b. name of body manufacturer;
  - c. capacity;
  - d. year manufactured;
  - e. years of actual service;
  - f. present condition;
  - g. type of body;
  - h. method of cleaning vehicles;
  - i. what part of your fleet is fueled using Compressed Natural Gas (CNG)? Is there a plan to include or increase the number of CNG fueled vehicles in your fleet?
  - j. approximate number of personnel required; and
  - k. will staff be uniformed? (yes or no)
2. Is an office available to administer and receive calls relative to solid waste and recyclables removal? (yes or no)
3. The successful bidder will be required to provide a dedicated customer service person and/or team with knowledge of the specific details and requirements contained in the awarded contract. The dedicated customer service person and/or team will directly receive calls and resolve complaints per the terms of the contract from residents of Souderton Borough. This person and/or team will resolve and provide solutions regarding missed pick-ups, skips and also answer general trash and recycling questions for residents throughout the term of the contract. Is your firm able to dedicate such a person and/or team? (yes or no)
4. Please indicate the local telephone number and designated representative of your office who shall be available to receive service calls from both the residents of the community and the Borough officials.
5. List the municipalities, including mailing addresses, for which you are now providing collection services.

6. How many years of experience has your organization had in the collection of municipal waste and in the collection and marketing of recyclables?
7. Have you failed at any time to complete a municipal collection contract? Have any of your partners or any officers of your corporation failed to complete a contract? If so, indicate which community and under what circumstances.
8. Provide your plan for Public information/education programs on recycling.
9. How many years of experience as Contractor has your organization had?
  - a. If a corporation, state:
    - i. date when organized
    - ii. under the laws of what state organized
    - iii. Is corporation now in existence?
    - iv. names and post office address of officers
    - v. Is corporation registered to do business in Pennsylvania?
  - b. If your organization is non-corporate, describe its nature (partnership, sole proprietorship, or other) and give its principal office address and names and residence addresses of all owners or other real properties in interest therein.
10. Did your organization, when the lowest bidder on a municipal contract, withdraw its bid? If so, for what reason?
11. Have any liens, judgments, or lawsuits of any kind, been filed against your organization which are pending? Give details, including nature and amount, if any, of lien, judgment, or lawsuit, as well as court, term, and number thereof.
12. Give the name, address, and telephone number of the surety (bonding) company which agrees to furnish you with a bid bond and a performance bond.
13. List the surety companies (bonding companies) which heretofore bonded you on municipal collection contracts, within the past five (5) years, that required removal and disposal outside of municipal limits. Give the name and address of each surety company.
14. State your financial ability and your plans for financing this work if awarded this contract. Supply copies of your most recent audited financial statements for the past two (2) years.

SIGNATURE PAGE QUALIFICATION QUESTIONNAIRE AND AFFIDAVIT

---

Name of Firm

---

Address

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Title

Subscribed and sworn to before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 2026

---

Notary Public

(End of Bidder's Questionnaire)

**ATTACHMENT F – Vehicle Dedication Affidavit  
Collection, Transportation, and Disposal of Solid Waste, and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

STATE OF

SS:

COUNTY OF

I, \_\_\_\_\_ am the \_\_\_\_\_

(Name of Affiant)

(Identify Relationship to Bidder)

of the \_\_\_\_\_ and being duly sworn, I depose and say that:

(Name of Bidder)

All statements contained in this affidavit are true and correct and made with full knowledge that the State of Pennsylvania and Souderton Borough rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in Souderton Borough, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in Souderton Borough is not feasible, that Souderton Borough will not be responsible for disposal costs for waste generated outside Souderton Borough.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Souderton Borough to damages arising therefrom.

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
(Notary Public)

SEAL

My commission expires:

**ATTACHMENT G - Contractor Insurance Requirement  
Collection, Transportation, and Disposal of Solid Waste, and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

Without limiting contractor’s indemnification, it is agreed that contractor shall maintain in force at all times during the performance of this Agreement, the following policies of insurance:

Commercial General Liability

Comprehensive General Liability, including

Premises and Operations	\$2,000,000 per Occurrence
Products and Completed Operations	Combined Single Limit
Contractual Liability	Occurrence Form
Personal Injury Liability	
Broad Form Property Damage	
Independent Contractors’ Liability	
Pollution	

Business Automobile Liability

Comprehensive Automobile Liability	\$2,000,000 per Occurrence
Covering, as applicable, owned	Combined Single Limit
Non-owned, and hired automobiles,	Occurrence Form
Including contractual liability.	

Umbrella/Excess Liability

Aggregate other than products/ completed operations and auto liability	\$5,000,000 per Occurrence
Products/completed operations aggregate	

Workers’ Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	\$1,000,000 per Occurrence

Each insurance policy required by this contract shall contain the following clause:

*“This insurance shall not be cancelled, reduced in coverage or limits, or non-renewed until after forty-five (45) days prior written notice has been given to Borough or its representative.”*

Each insurance policy required by this contract, except for the Workers’ Compensation policy, shall contain the following clauses:

*“The Borough, its employees, agents, officials and volunteers are hereby added as additional insured as respects the operations and activities of this contract.”*

**As part of a valid bid, the bidder must provide insurance certificates confirming the existence of the insurance required by this contract.** If contractor fails to maintain the aforementioned insurance, Borough may, at its option, obtain such insurance and forward an invoice for payment of the premiums to the contractor.

*Nothing herein contained shall be construed as limiting in any way the extent to which contractor may be held responsible for payments of damages to persons or property resulting from contractor’s or its subcontractor(s) performance under this contract.*



**ATTACHMENT I – Non-Collusion Affidavit  
Collection, Transportation, and Disposal of Solid Waste, and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (NAME OF FIRM)

**and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.**

I state that:

1. The price(s) and amount(s) of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this bid, and neither the approximate price(s) nor approximate amount(s) of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_ its affiliates, subsidiaries, officers, directors, and employees are not  
(NAME OF FIRM)  
currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above

(NAME OF FIRM)

representations are material and important, and will be relied on by Souderton Borough in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Souderton Borough of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_

Name of Firm

\_\_\_\_\_

Signature

Sworn to and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Signature

My commission expires \_\_\_\_\_

### **INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT**

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

**ATTACHMENT J – Hold Harmless Clause**  
**Collection, Transportation, and Disposal of Solid Waste, and Recyclables**  
**Borough of Souderton, Montgomery County, Pennsylvania**

The contractor shall indemnify and save harmless the Borough of Souderton from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought against or recoverable from the Borough of Souderton by reason of any act or omission of the contractor, its agents, employees, assigns, and any entity acting in the contractor’s behalf and on the contractor’s direction in the execution of the work or in consequence of any negligence or carelessness connected with the execution of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review all plans, specifications, and other documents published by the Borough of Souderton in connection with the preparation and award of the contract.

The contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by the negligence of the contractor including his/her negligent failure to notify the Borough of Souderton of any dangerous condition requiring the Borough of Souderton action, during the period including periods when the contractor is not present on the site but during the progress of work provided for in the contract until the same shall have been completed and accepted. The contractor shall also assume all responsibility for any and all loss by reason of the contractor’s negligence or violation of any local, state or federal law, regulation, practice, or order. The contractor shall give to the Borough authorities and all other appropriate authorities all required notices relating to the work for which the contract was let including all notices of any dangerous conditions.

The contractor, in executing this Agreement, represents to the Borough of Souderton that the contents of this hold harmless clause has been communicated to any subcontractors or employees and that this representation is made on behalf of both him/herself and all persons or organizations acting in the contractors’ behalf including any subcontractors.

ATTEST:

<hr/>	<hr/> <p style="text-align:center">NAME OF FIRM</p>
<p style="text-align:center">WITNESS</p>	<hr/> <p style="text-align:center">SIGNATURE</p>
	<hr/> <p style="text-align:center">PLEASE PRINT NAME</p>

**ATTACHMENT K – Waiver of Right to File Mechanic’s Lien  
Collection, Transportation, and Disposal of Solid Waste, and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

WHEREAS,

\_\_\_\_\_ CONTRACTOR NAME and  
ADDRESS

has entered into an agreement with the Borough of Souderton, County of Montgomery,  
Commonwealth of Pennsylvania, for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as a part of the said contract and for consideration therein set forth that neither the undersigned contractor, and subcontractor of material man, nor any other person furnishing labor or materials to said contractor under this contract, shall field a lien, commonly called a Mechanic’s Lien, for work done or materials furnished to the said project or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of §402 of the Mechanic’s Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_ NAME OF FIRM

\_\_\_\_\_  
WITNESS SIGNATURE

**APPENDIX A – Information to Bidders**  
**Collection, Transportation, and Disposal of Solid Waste, and Recyclables**  
**Borough of Souderton, Montgomery County, Pennsylvania**

1. **Contract Documents.** The Contract Documents consist of all documents of this Request for Proposal, including all modifications thereof incorporated in the documents before their execution.
2. **Date and Place for Proposals.** Pursuant to the “Notice to Bidders,” sealed proposals with all required documents **will be received by mail or in-person by Souderton Borough c/o Sara Jarrett-Eaton, Borough Manager until Friday, July 10, 2026, at 10:00 AM EST., whereby they will be publicly opened and read at the Souderton Borough Municipal Building, Council Chambers, 31 W Summit Street, Souderton, PA 18964.**
3. **Printed Form for Proposals.** All proposals must be submitted online and with the electronic forms made available. Bidders must also electronically attach the additional documents as outlined in the Instruction to bidders.
4. **Omissions and Discrepancies.** Should a bidder find discrepancies in, or omissions from, the Drawings or Contract Documents, or be in doubt as to their meaning, (s)he will notify the Borough at once in writing, which may send written instructions to all bidders.
5. **Acceptance or Rejection of Proposals.** Souderton Borough reserves the right to reject any or all Proposals, without limiting the generality of the foregoing. Any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal, which omits a bid on any one or more items in the price sheet may be rejected; any Proposal in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any Proposal accompanied with an insufficient or irregular certified check or Bid Bond may be rejected.
6. **Certified Check/Bid Bond.** All Proposals will be accompanied by Certified Check/Bond upon a National or State Bank, drawn and made payable to the order of Souderton Borough. The Certified Check/Bid Bond must be electronically attached to the bid. The amount of the Certified Check/Bid Bond will be 10% of the total bid amount. Bid Bonds must be through a Pennsylvania Bonding Company.
7. **Acceptance of Proposals and its Effect.** Within 60 days after the opening of the Proposals, the Borough will act upon them. The acceptance will be a written notice signed by a duly authorized representative of the Borough and no other act will constitute the acceptance of a Proposal. The acceptance of a Proposal will bind the successful bidder to execute the Contract and to be responsible for damages as provided in the Detailed Specifications. The rights and obligation provided for in the Contract will become effective and bind upon the parties only with its formal execution by the Borough.

- 8. Time for Executing Contract and Damages for Failure to Execute.** Any bidder whose Proposal is accepted will be required to execute the Contract within twenty (20) days after notice that the Contract has been awarded. Failure or neglect to do so will constitute a breach of the agreement affected by the acceptance of the Proposal. The damages to the Owner for such breach will include loss from interference with his construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Certified Check/Bid Bond accompanying the Proposal of such bidder will be retained by the Borough as liquidated damages for such breach. In the event any bidder whose Proposal will be accepted will fail or refuse to execute the Contract as herein before provided, the Borough may, at its option, determine that such bidder has abandoned the Contract and thereupon his Proposal and the acceptance thereof will be null and void and the Owner will be entitled to liquidated damages as above provided.
- 9. Determination of Low Bidder.** Except where the Owner exercises the right reserved herein to reject any or all proposals, the Contract will be awarded by the Owner to the bidder who has submitted the lowest responsible bid determined by the sum price of work based on quantities given in the Bid Form(s), and compliance with the Contract Specifications and the Borough's Ordinances.
- 10. Time for Beginning and Completing the Work.** The Contractor will commence the work within on January 1, 2027 and will complete the work as outlined in the base bid or any alternates awarded.
- 11. Prices.** The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds and all other facilities and the performance of all labor and services necessary or proper for the completion of the work, except such a way may be otherwise expressly provided in the Contract Documents.
- 12. Interpretations and Addenda.** No oral interpretations will be made to any bidder as to the meaning of any of the Contract Documents or be effective to modify any of the provision of the Contract Documents. Every request for an interpretation will be made in writing via email to **Sara Jarrett-Eaton, Borough Manager, at [sjarrett@soudertonborough.org](mailto:sjarrett@soudertonborough.org).**
- 13. Postponement of Date for Presenting and Opening Proposals.** The Borough reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each prospective bidder.
- 14. Estimated Quantities.** The quantities given in the Bid Form/Schedule of Prices and attached to the Specifications are approximate only, being given as a basis for the uniform comparison of bids and the Owner does not expressly or by implication warrant that the actual amount of work will correspond therewith.
- 15. Bid Submittal.** All attachments provided and described in this Request for Proposal Document, as well as the required supplementary documentation, are considered part of a valid, complete bid, in addition to the project bid. Failure to include any or all of the attachments may result in disqualification.

- 16. Sealed Bid Confidentiality.** The confidentiality of the sealed bid is a cornerstone of the public bidding process at Souderton Borough. At no time before bid opening can anyone see your bid.
- 17. Confidentiality of Identity.** When questions are asked and answered, the bidder's identity is not disclosed to other bidders.
- 18. Documents.** All documents may be downloaded to your computer. Documents can be electronically sent to your suppliers and sub-contractors.
- 19. Submitting and Updating Bids.** You may submit and update your bid anytime up to the bid due date and time.
- 20. How to Submit Your Bid.** Each bidder must submit bids for the entire amount and also for the per-dwelling unit amount for the services called for in this request for proposal. The bid contract period will be for each year of the contract, for the base bid and/or any alternate bids, as specified and required by the various documents which form this request for proposal. The failure to conform to any of these requirements may result in the classification of a bid as "irregular" and may render same subject to rejection. The attachment of any conditions, limitations, or ancillary provisions by a bidder to its proposal may cause a similar classification and have a similar effect.

Sealed bids, with all required documents, shall be received **in person or by First Class U.S. Mail by Souderton Borough c/o Sara Jarrett-Eaton, Borough Manager until Friday, July 10, 2026, at 10:00 AM EST., whereby they will be publicly opened and read at the Souderton Borough Municipal Building, 31 W Summit Street, Souderton, PA 18964.**

- 21. Verifying That Your Bid Was Submitted.** If requested, a time-stamped receipt can be provided in a postage pre-paid time-stamped envelope provided by the bidder.
- 22. Withdrawing Your Bid.** You may withdraw your bid anytime up to the bid due date and time by notifying the Borough Manager in writing.

**APPENDIX B – General Conditions**  
**Collection, Transportation, and Disposal of Solid Waste, and Recyclables**  
**Borough of Souderton, Montgomery County, Pennsylvania**

**Article 1 – Definitions**

- a) The Contract Documents consist of all documents of this Request for Proposal, including all modifications thereof incorporated in the documents before their execution.
- b) The terms “Owner” and “Borough” as used herein, refers to Souderton Borough, County of Montgomery, Pennsylvania.
- c) The term “Contractor” as used herein, refers to the individual firm, partnership, co-partnership or corporation who is mentioned as such in the agreement and is hereafter treated as of the singular number and masculine gender.
- d) The term “Work” of the contractor or Sub-Contractor includes labor or materials or both.

**Article 2 – Documents**

The Contract Documents are complementary and what is called for by anyone will be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. The Borough will decide as to the meaning or intent of any portion of the specifications or plans, and where the same may bound obscure or in dispute (s)he will have the right to correct any errors or omissions therein. All work that may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, will be executed and furnished by the Contractor as if described in both ways; and should any incidental work or material be required which is not denoted in the specifications or plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof the Contractor is to understand the same to be implied and required and will perform all such work and furnish all such materials fully as if they were particularly delineated or described and without extra cost to the Owner.

**Article 3 — Contractor’s Understanding**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can be in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after the execution of this contract will affect or modify any of the terms or obligations herein contained.

**Article 4 – Changes in the Work**

The Borough will have the right to make alterations in the plans or in the character of the work as may be considered necessary or desirable from time to time to complete fully and perfectly the construction, provided such alterations do not change materially the original plans and specifications and such alterations will not be considered a waiver of any condition of the contract nor to invalidate any of the provisions thereof.

Should such alterations in the plans result in an increase or decrease in the quantity of work to be performed, without a change in character, the Contractor will accept payment in full for the contract unit prices for the actual quantities of work done. Should such alteration in the character of the work be

productive of increased cost or result in decreased cost to the Contractor, a fair and equitable sum therefore to be agreed upon in writing by the Contractor and the Borough and approved by the Owner before such work is begun will be added or deducted from the contract price as the case may be. Where a change involved the omission and addition of similar work such work omitted will be deducted from that added before any profit is computed. No allowance will be made for anticipated profits.

#### **Article 5 – Extra Work**

No bill or claim for extra work or materials will be allowed or paid unless the doing of such extra work or furnishing of such extra material will have been authorized in writing and signed by the Borough.

If the Contractor will proceed with such extra work after receiving the written authority therefore, as herein before provided, then such extra work will be controlled by all of the terms and provision of this Contract, subject to such prices as are agreed upon and fixed by the Owner as herein before provided.

If the Contractor will fail or decline to perform such extra work as authorized in writing as aforesaid, the Owner may then arrange for the performance of the work in any manner it may see fit, the same as if the Contract has not been executed and the Contractor will not interfere with such performance of the work or the Owners may withhold payment of all estimates until the Contractor's refusal or failure is eliminated. Any extra cost to the Owner by reason of the Contractor's failure or refusal to perform such extra work will be deducted from the amount due to the Contractor under the terms of the Contract.

#### **Article 6 – Inspection**

All work and materials will be at all times subject to the inspection of the Borough Manager and/or his/her duly authorized representative. The Contractor will provide reasonable and necessary facilities for such inspection. If any work should be covered up without the approval or consent of the Borough, if required by him, it will be uncovered for examination at the Contractor's expense.

#### **Article 7 – Equipment, Appliances and Employees**

Unless otherwise specified, all equipment will be of acceptable quality and in compliance with the Vehicle Dedication Affidavit. The Contractor will, if required, furnish satisfactory evidence as to the kind and quality of equipment. The equipment used on any portion of the work will be such that no injury to adjacent property or highway will result from its use.

The Contractor will employ such superintendents, foremen and workmen as are careful and competent and the Borough may demand the dismissal of any person employed by the Contractor in, about or upon the work, who will be guilty of misconduct or be incompetent or negligent in the due and proper performance of duties or who neglects or refuses to comply with the directions given and such person will not be employed again thereon without the written consent of the Borough. Should the Contractor continue to employ or again employ such person, the Owner may withhold all estimates, which are or may become due or the Engineer may suspend the work until such orders are complied with. All applicable fees and penalties previously defined in this bid shall apply.

#### **Article 8 – Supervision**

The Contractor will give efficient supervision to the work using his best skill and attention.

### **Article 9 – Royalties and Patents**

The Contractor will pay all royalties and license fees entailed by the use of any patented equipment, materials or methods of construction. (s)he will defend all suits and claims for infringement of any patent rights and will save the Owner harmless on account thereof, including any costs, counsel fees or any other expenses to which the Owner may be put by reason of this failure to defend such suit or suits.

### **Article 10 – Permits, Licenses and Certificates**

The Contractor will procure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work. (S)he will obtain and furnish the Engineer all required certificates for work for which certificates are issued. The Contractor will pay all State, County, Borough, and Pubic Utility fees for permits, licenses, taxes, etc.

### **Article 11 – Damages to Property**

In case any direct or indirect injury is done to existing street or underground structures, sewers, mains, etc., or to public or private property of any kind or to any materials or fixtures by or because of the work, in consequence of any act or omission on the part of the Contractor, his employee or agents, the Contractor, at his own cost and expense, except when hereinafter specified otherwise, will restore such structures, property, materials, etc. to a condition equal or similar to that existing before such damage or injury was done by repairing, rebuilding or otherwise as may be directed by the Borough or will make good such damage or injury in a satisfactory manner.

### **Article 12 – Contractor’s Liability**

The work in every respect from the execution of the Contract Bond and during its progress until final acceptance will be under the charge and in care of the Contractor and at his risk. (s)he will properly safeguard against any or all injury or damage to the public, any property, material or thing, except where stipulated otherwise in the specifications and will alone be responsible for any damage or injury from his undertaking of this work to any person or thing connected therewith. (s)he will indemnify and save harmless the Trustee for Bondholders and the Owner and all its officers, agents and employees from all suits or actions at law of any kind, including all costs, attorney’s fees and any expense whatsoever in connection with this work and will, if required, show evidence of settlement of any such action before final payment is made by the Owner.

### **Article 13 – Workmen’s Compensation Act**

The Contractor will accept, insofar as the work covered by this contract is concerned, the provisions of the Workmen’s Compensation Act of 1915 and any supplements or amendments thereto, including any which may hereafter be passed and will insure his liability hereunder or file with the Engineer a Certificate of Exemption from Insurance from the Bureau of Workmen’s Compensation of the Department of Labor and Industry and all contracts with sub-contractors will contain the obligation given above, insuring that they likewise will be bound in like manner. The Contractor will at all times indemnify and save harmless the Owner from all claims for Workmen’s Compensation which may be made by any of the employees of the Contractor or by any of the employees of any subcontractor to whom the contractor may have let the performance of any part of the work embraced on this contract and the contractor will appear for and defend the Owner against any and all such claims.

**Article 14 – Observance of laws**

The Contractor, at all times, will observe and comply with all Federal and State Laws and a local Ordinances and regulations, which in any manner affect the conduct of the work and all such orders or decrees as exist at present and those which may be enacted late by bodies or tribunals having any jurisdiction or authority over the work and will indemnify and save harmless the Owner and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

**Article 15 – Sanitary Accommodations**

The Contract will provide and maintain in a neat and sanitary condition, such necessary accommodations for the use of his employees as may be approved by the Borough and satisfactory to the sanitary authorities. No public nuisance will be committed.

**Article 16 – Serving Notices**

Any notice to be given to the Contractor under this Contract will be deemed to be served if the same be delivered to the man in charge of any office used by the Contractor or his Superintendent or agent at or near the work or deposited in the Post Office, postpaid, addressed to the Contractor at his last know place of business.

**Article 17 – Subletting or Assigning Contract**

The Contractor will not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of the work provided for therein, except for the furnishing of materials or of his right title or interest therein to any person or for corporation without the consent of the Borough.

No such assignment or subcontract, even though thus consented to will relieve the Contractor from his liability under the Contract for the performance and completion of the work by the time and in the manner contracted for.

The provision of the Contract as to performance by the Contractor will apply to any subcontractors, his officers, agents or employees of the subcontractor in all respects as if (s)he and they were employees of the Contractor and the work and material furnished by the Contractor.

The Contractor will as soon as practical, after executing the Contract, notify the Borough in writing of the names of subcontractors proposed for the work and will not employ any that the Borough may within a reasonable time object to as incompetent or unfit.

**Article 18 – Rights of Various Interests**

Whenever work being done by Contractors or forces is contiguous to work covered by the Contract; the respective rights of the various interests involved will be established by the Borough to secure the completion of the various portions of the work in general harmony.

**Article 19 – Delays and Extensions of Time**

If the Contractor is delayed in the completion of the work by any cause beyond his control, then the time stated in the Agreement for the completion of the work may be extended with approval of the Borough.

No allowances will be made for the expense to the Contractor due to idle equipment or forces during such delay.

## **Article 20 – Quantities**

The quantities given for total price work are to be divided across the number of properties. The prices submitted will be applied to the completed work actually done and the Contractor paid accordingly. Should the addition of any stops be added within a year, they will be prorated for the amount due within the first year of pickup.

## **Article 21 – Discrimination Between Employees**

The Contractor agrees:

- a) That in the hiring of employees for the performance of work under this Contract or Sub-Contract hereunder, no Contractor, Sub-Contractor nor any person acting on behalf of such Contractor or Sub-Contractor will by reason of race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania or of these United States who is qualified and available to perform the work to which the employment relates.
- b) That no Contractor, Sub-Contractor, nor any person on his behalf will in any manner, discriminate against or intimidate any employee hired for the performance of work under his contract on account of race, creed or color.
- c) That there may be deducted from the amount payable to the Contractor under this a penalty of five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- d) That the Contract may be canceled or terminated by the Purchaser and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this portion of the Contract.

**APPENDIX C – Instructions to Bidders**  
**Collection, Transportation, and Disposal of Solid Waste, and Recyclables**  
**Borough of Souderton, Montgomery County, Pennsylvania**

**BILLING ADDRESS**  
SOUDERTON BOROUGH  
SOUDERTON BOROUGH MUNICIPAL BUILDING  
31 W. SUMMIT STREET  
SOUDERTON, PA 19047

**INSTRUCTIONS TO PROPOSERS**

Proposals will be considered as conclusive evidence of complete examination of specifications and samples.

1. Proposals shall be submitted and accepted by mail or in person **by Souderton Borough c/o Sara Jarrett-Eaton, Borough Manager until Friday, July 10, 2026, at 10:00 AM EST. at the Souderton Borough Municipal Building, 31 W Summit Street, Souderton, PA 18964.**
2. All documents within the Request for Proposals for Collection, Transportation, and Disposal of Solid Waste and Recyclables in the Borough of Souderton for this solicitation refer to each other and together constitute a whole Request for Proposal Document.
3. Souderton Borough (hereinafter referred to as “Borough”) reserves the right to reject any or all proposals or parts thereof, as deemed to be in the best interest of the Borough. Proposals may be rejected if they show any omission, alterations of form, additions or deductions not called for, conditional or uninvited alternate proposals, or irregularities of any kind. However, the Borough reserves the right to waive any defects or irregularities in proposals.
4. It is understood that the parties making proposals accept the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

**FORM OF CONTRACT**

5. The successful submitter will be required to execute a written contract with the Borough within twenty (20) days after the notice of acceptance of his/her proposal. No proposals or award shall be considered binding upon the Borough unless and until the contract documents are properly executed by both parties.

**FAILURE TO EXECUTE CONTRACT**

6. In the case of the successful submitter failing or refusing to execute a formal contract as required within twenty (20) days after notice of acceptance of his/her proposal, the Borough’s acceptance of his/her proposal will be revoked, and all obligations of the Borough in connection herewith will be cancelled. The Borough, at its discretion, may award the contract to any responsible submitter, or reject all proposals.

**SPECIFICATIONS**

7. These specifications are intended to cover the furnishing of all material and the performance of all work that may be required or necessary for the complete performance of the contract and the successful submitter will be reminded to do all things that may be necessary to complete the work

within the purview of these specifications. Where plans accompany certain sections of the specifications, these shall be considered a part of these specifications.

#### INTERPRETATION OF SPECIFICATIONS

8. Should a submitter discover discrepancies in the specifications, which are confirmed by the Borough, the matter shall be at once brought to the Borough, and the discrepancies corrected by a written addendum, if in the sole opinion of the Borough there is a discrepancy.
9. If needed, the Borough, on written request by submitter(s) will give all explanations, interpretations and instructions required under these specifications.
10. Equipment and/or parts to be furnished shall be new, first-class or shall meet with the approval of the Borough or its designated representative.
11. All equipment shall conform to the requirements of these specifications and any equipment condemned by the Borough as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

#### EXTRA WORK

12. No extras or additional work will be allowed or paid for unless the Borough orders such extras or additional work in writing and the price fixed and agreed upon before such work is performed.

#### ADDITIONS OR DEDUCTIONS

13. The Borough shall have the right, without invalidating the contract, to make additions or deductions from the work covered by these specifications, and in case such deductions or additions are made, an equitable adjustment of the addition or deduction in cost shall be made between the Borough and the successful proposer but must be agreed to in writing.

#### DISPOSAL OF MATERIALS, SUPPLIES, ETC., NOT APPROVED

14. Submitters shall understand that when materials, supplies, etc., have been delivered to the job which do not comply with specifications and/or have not been approved as a deviation from or substitution of OEM specifications, the Selected Firm will, upon notification, immediately remove from the premises any such condemned materials, supplies, etc. and replace them with materials, supplies, etc. in full accordance with the specifications.

#### INDEMNIFICATION BY SUCCESSFUL SUBMITTER

15. The successful submitter agrees to indemnify and save harmless the Borough and its representative from all suits or actions of every nature and description brought against it or its employees on account of the use of patented or copyrighted appliances, products, or processes, with legal protection.
16. If requested, the successful submitter shall execute a standard Hold Harmless Agreement and a Waiver of the Right to File Mechanics' Liens.

#### INSURANCES {See Also "Contractor Insurance Requirements"}

17. The Borough shall be named as Additional Insured on all required insurance coverages as respects operations and activities of, or on behalf of, the named insured, performed under contract with the Borough.
18. The successful submitter shall furnish proof of Workers' Compensation and Employers' Liability insurances in the statutory amounts prescribed by the Commonwealth of Pennsylvania as well as

proof of Comprehensive General Liability insurance and Comprehensive Automobile Liability insurance in the amounts prescribed in this bid package. The Borough shall be named as an additional insured under all coverages, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Borough, its agents and employees.

19. All such insurance coverages shall not be cancelled, reduced in coverage or limits, or non-renewed during the contract term until forty-five (45) days prior written notice has been given to the Borough Manager.
20. All insurance certificates shall be supplied to the Borough before issuance of the notice to proceed with work under the contract given by the Borough.
21. Comprehensive General Liability policies shall include Premises/Operations; Actions of Independent contractors; Products/Completed Operations (to be maintained for two {2} years after completion of work); Contractual Liability (including protection for the contractor from claims arising out of liability assumed under the contract, and including Automobile Contractual Liability); Personal Injury Liability (including coverage for offenses related to employment); Explosion, Collapse or Underground Hazards; and Broad Form Property Damage Liability (including Completed Operations).
22. Comprehensive Automobile Liability policies shall include Uninsured Motorists coverage.
23. The successful submitter shall require all subcontractors to maintain during the term of this contract all insurance coverages listed herein in the same manner as specified for the Selected Firm.

#### PAYMENTS

24. The successful submitter shall submit an invoice itemizing any charges that may be due, based upon the service plan selected. After approval of the invoice by the Borough Council, payment shall be made to the successful bidder within thirty (30) days.

#### EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAXES

25. The Borough of Souderton is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.  
NOTE: This provision shall not apply to construction, repair and/or maintenance contracts whereunder Submitter purchases supplies, materials and/or equipment and includes costs thereof in computation of his/her bid or proposal.

#### COLLUSIVE PROPOSALS

26. The proposal of a Submitter or Submitters who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such a manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive submission. The Borough may reject the proposals of any collusive Submitter upon the submission opening. However, nothing in this section shall prevent a Submitter from superseding a proposal by a subsequent proposal delivered prior to the submission opening which expressly revokes the previous proposal.

#### WITHDRAWAL OF PROPOSALS

27. Submitters may withdrawal proposals at any time up to the public opening on Jul 10, 2026. Requests for withdrawal of proposals after submission opening shall be made in accordance with Commonwealth of Pennsylvania Act No. 4 of 1974 (73 P.S. 1601).

#### TERMINATION FOR DEFAULT

28. The successful proposer agrees to provide all contractual reports and perform all services required under the contract in a timely and good and workmanlike manner and to the satisfaction of the Borough or its appointee. In the event it is determined by the Borough that reports are not provided, and the work is not performed in such timely and/or workmanlike manner, the Borough may terminate for default immediately upon written notice, by Certified Mail.

#### CONTRACT PERIOD

29. The term of the Agreement will be for three (3) years with two (2) additional one (1) year options or five (5) years with two (2) additional one (1) year options.

**APPENDIX D – Solid Waste and Recycling Ordinance  
Collection, Transportation, and Disposal of Solid Waste, and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

The Souderton Borough Solid Waste and Recycling Ordinance, as amended, can be viewed online at <https://ecode360.com/30439228>.

**APPENDIX E – Bonding and Insurance**  
**Collection, Transportation, and Disposal of Solid Waste, and Recyclables**  
**Borough of Souderton, Montgomery County, Pennsylvania**

**1. Bonds**

- A. Each bidder must submit a Bid Bond in the amount ten percent (10%) of the total bid amount.. This bond must be submitted with the Proposal.
- B. Bid Bonds for apparently unsuccessful bidders will be returned promptly after the opening of bids. The Bid Bond for the apparently successful bidder will be held until all bonding and insurance requirements of the specifications have been met.
- C. The apparently successful bidder must submit a Performance and a Labor and Material Payment Bond, both in the amount of not less than One Hundred (100%) percent of the total bid for the full term of the contract. These bonds must be submitted by the Contractor on or before the date for the Award of Contract.
- D. All bonds submitted under the terms of this Contract must be issued by companies authorized to do business in the Commonwealth of Pennsylvania. All bonds must be in the form set forth in these specifications.
- E. The Owner will not execute the Agreement until all required bonds have been received and approved by the Owner and the Engineer.

**2. Insurance**

- A. The Contractor is required to maintain Worker’s Compensation Insurance in the amounts required by law, for all employees employed at any site under this Contract. In no event will the amount of the policy be less than \$1,000,000 each accident/employee: Bodily Injury by Accident; Bodily Injury by Disease; Bodily Injury by Disease.
- B. The Contractor is required to maintain General Liability, Auto Liability, Employer Liability and Umbrella Insurance in amounts not less than that shown below:
  - a. Commercial General Liability (\$2,000,000 each)
    - i. Each occurrence
    - ii. General Aggregate
    - iii. Products/completed operations aggregate
    - iv. Pollution
  - b. Business auto liability- \$2,000,000
  - c. Employer Liability- \$1,000,000 each
    - i. Each accident for bodily injury by accident
    - ii. Each injury by disease
  - d. Umbrella/Excess Liability (\$5,000,000 each)
    - i. Each occurrence

- ii. Aggregate other than products/completed operations and auto liability
- iii. Products/completed operations aggregate

- C. The Contractor will be liable and responsible, until final acceptance of the work, for any and all losses of life or injuries to workers or any official or other authorized visitors to the work or to other persons and for all damages and injuries to all buildings, machinery, water course or waterways, materials and appliances and for all damages to any and all public, corporation or private property which may be occasioned by or occur in consequence of the work of the Contractor and full conformity to all of the specific requirements herein will not relieve Contractor from the said liability and responsibility. The Contractor will assume all risks whatsoever as to all damages from the natural elements, fire, flood, trespass and from any and all other causes and will substantially protect accordingly all materials both before and after installation.
- D. Any Subcontractors that may be employed will carry the same kind of liability insurance in amounts not less than that required of the Contractor under the Specifications. Furthermore, the insurance; policy will protect the Owner and the Engineer (to the extent allowed by the law) from claims arising from the execution of the work under the Contract and under "Special Items" on the Certificate of Insurance. The Certificate will contain the statement "Additional Insureds: (Owner's Name).
- E. Within seven (7) calendar days from the mailing of the Notice of Acceptance, the Contractor will submit copies of all policies and Certificates of Insurance for all coverages detailed above. The Certification of Insurance must clearly stipulate that the insurer will notify both the Owner and the Engineer, in writing, ten (10) days prior to the cancellation of the policy. The Owner will not execute the Notice to Proceed until all required insurance policies and certifications have been approved by the Owner and the Engineer.
- F. The Contractor will indemnify and hold harmless the Owner and the Engineer of all claims made by employees of either the Contractor or Subcontractor arising from the execution of work required under this Contract.

**APPENDIX F - Performance Bond with Corporate Surety  
Collection, Transportation, and Disposal of Solid Waste, and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

KNOW ALL MEN BY THESE PRESENTS, that we the Undersigned

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Contractor Name and Address

as Principal and

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Surety Company and Address

a Corporation organized and existing under the laws of the State of Pennsylvania as Surety are held and firmly bound to Souderton Borough in the full sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States of America, to be paid to the above Borough or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE ABOVE BOUNDED principal has entered into contract with the above Borough, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW THEREFORE, the condition of this obligation is such that if the above Principal, as Contractor, will in all respects comply with and faithfully perform the performance of work as specified in said contract, including the Specifications and Conditions referred to and made a part thereof and such alterations as may be made in said Specifications as therein provided and will well and truly and in a manner satisfactory to the Borough fulfill an obligation as therein set forth, the obligation of the surety will not exceed the stated principal amount of this Bond, then this obligation will be void but otherwise the same will be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval of the Borough or the Principal to the other, will not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS THEREOF, THE SAID Principal and Surety have duly executed this bond under Seal, pursuant to due and legal action authorizing the same to be done on

\_\_\_\_\_  
Date of Bond

**Contractor:**

**Surety Company:**

**By:** \_\_\_\_\_

**By:**

\_\_\_\_\_  
Printed Name

Printed Name

\_\_\_\_\_  
Signature

Signature

**Title:** \_\_\_\_\_

**Title:**

\_\_\_\_\_

**Seal:**

**Witnessed or Attested By:**

**By:** \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

**APPENDIX G – Nondiscrimination Clause**  
**Collection, Transportation, and Disposal of Solid Waste, and Recyclables**  
**Borough of Souderton, Montgomery County, Pennsylvania**

During the term of the contract, the contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap.
- B. Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, or handicap. Such affirmative action shall include, but is not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
- C. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- D. Contractor shall, in advertisements or request for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or handicap.
- E. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.
- F. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- G. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under this nondiscrimination clause, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

H. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

I. Contractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency for purpose of investigation to ascertain compliance with the provisions of this clause. If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

J. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

K. Contractor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.

L. Contractor obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

**APPENDIX H – Solid Waste and Recycling Tonnages by Year, 2011-2020  
Collection, Transportation, and Disposal of Solid Waste, and Recyclables  
Borough of Souderton, Montgomery County, Pennsylvania**

**HISTORICAL DATA\***

2011- MSW- 2442 tons	Recycle 210 tons
2012- MSW- 2191 tons	Recycle 260 tons
2013- MSW- 2225 tons	Recycle 275 tons
2014- MSW- 2213 tons	Recycle 235 tons
2015- MSW- 1541 tons	Recycle 310 tons
2016- MSW- 1820 tons	Recycle 390 tons
2017- MSW- 1870 tons	Recycle 382 tons
2018- MSW- 1875 tons	Recycle 370 tons
2019- MSW- 1868 tons	Recycle 375 tons
2020- MSW- 1040 tons	Recycle 208 tons January 1 through June 30, 2020

No data was collected from 2021 through 2026.

**\* As provided by contracted haulers**