

**BIDDER REGISTRATION FORM
BOROUGH OF ST. LAWRENCE 2025 INVITATION TO BID
Residential Municipal Solid Waste & Recycling
Collection, Transportation and Disposal Services**

Company Name:_____

Attention:_____

Address:_____

City, State, Zip:_____

Telephone:_____

Email:_____

Email to: amandamuso@stlawboro.us

Upon receipt of your completed Bidder Registration form, the Borough will acknowledge receipt of your form and send all Addenda to the email address on the form.

Contact Information:

Borough of St. Lawrence

135 N Prospect St.

Reading PA 19606-1407

Phone: 610.779.1430

Emails:

amandamuso@stlawboro.us

BID SUBMITTAL CHECKLIST

2025 CURBSIDE COLLECTION OF MSW AND
SINGLE STREAM RECYCLABLE MATERIALS

ST. LAWRENCE BOROUGH
BERKS COUNTY, PENNSYLVANIA

Name of Company: _____

Authorized Representative Name: _____

Company Address: _____

Telephone Number: _____

E-mail Address: _____

☐ Registration Form

☐ Bid Proposal Form

☐ Bid Security in the amount of 10% of the total bid price for the five-year base bid (See Bid Specification item 19)

☐ Experience Information

☐ Financial Information

☐ Bonds/Surety with Pennsylvania licensed agents

☐ Governance Information

☐ Certificate of Insurance

☐ Non-Collusion Affidavit

☐ Non-Discrimination Affidavit

BOROUGH OF ST. LAWRENCE
135 N PROSPECT ST.
READING PA 19606
610.779.1430
Fax: 610.779.9148
<https://stlawboro.us>



BID SPECIFICATIONS AND BID DOCUMENTS
FOR THE
CURBSIDE COLLECTION OF MUNICIPAL SOLID WASTE AND
SINGLE STREAM RECYCLABLE MATERIALS

ST. LAWRENCE BOROUGH,
BERKS COUNTY, PENNSYLVANIA

St Lawrence Borough Contact:

Amanda Muso, Borough Secretary, 135 N Prospect St., Reading PA 19606
Phone: 610-779-1430 Email: amandamuso@stlawboro.us

TABLE OF CONTENTS

Advertisement for Bids	3
Bid Specifications	4
General Information	4
1. Invitation to Bid	4
2. Receipt of Bids	4
3. Copies of Contract Documents	5
4. Bidder Registration Form	5
5. Questions or Clarifications of Bid Documents	5
6. Definitions	5
7. General Scope of Work	7
8. Examination of Municipality	8
9. Municipality's Responsibilities	8
10. Contractor's Responsibilities	8
11. Penalties and/or Termination of Contract Due to Non-Performance	9
12. Offensive Employees	11
13. Contract Term	11
14. Equipment	11
15. Assignment	12
16. Merger/Bankruptcy/Bulk Sale	12
17. Liability Insurance	12
18. Right to Reject Bids	13
19. Bid Security	14
20. Consent of Surety	14
21. Performance Bond	14
22. Signature of Bidders	14
23. Qualification of Bidders	15
24. Submittal of Bid	15
Forms	16
Bidder Registration Form	
Contract Agreement for Services	
Submittal Checklist	
Bid Proposal Form	
Experience	
Financials	
Governance	
COI	
Non-Collusion Affidavit	
Non- Discrimination Affidavit	

ADVERTISEMENT FOR BIDS

BOROUGH OF ST. LAWRENCE INVITATION TO BID

Sealed bids for the curbside collection, transportation, and disposal of residential municipal solid waste and the disposal or processing of bulk waste and single stream recyclable materials for a five-year contract with options for five one-year mutually agreed extensions to commence January 1, 2026, will be accepted by the Borough of St. Lawrence, Berks County, PA until 12:00 PM, Wednesday, November 12, 2025 and read aloud at 12:05 PM at the municipal office, 135 N Prospect St., Reading, PA 19606. Bidders shall include Bid Security in the amount of 10% of the total bid price for the 5-year base period of the contract.

A potential decision on the bid award or rejection of all bids may occur at the Council's public meeting held on Thursday November 13, 2025, at 7:30 PM.

Packets containing bidder instructions, specifications, contract, and bid documents are available on the Borough's website, <https://stlawboro.us>, at or from the Borough office Monday through Thursday 9:00 AM to 2:00 PM. To submit a bid for the Borough's consideration and any Addenda, the Bidder Registration Form must be submitted to the Borough office or email amandamuso@stlawboro.us by October 31, 2025. St. Lawrence Borough reserves the right to reject any and all bids or parts thereof, or to waive any informalities or irregularities which may be in the Borough's best interest.

Allison Leinbach, Borough Manager

BID SPECIFICATIONS

GENERAL INFORMATION

This Invitation for Bids is issued by the Borough of St. Lawrence, Berks County, PA. Prospective bidders must follow all directions contained within this document, and follow all guidelines and parameters established by the Commonwealth of Pennsylvania Department of Environmental Protection (PaDEP) regarding the disposal of Municipal Solid Waste (MSW) and Recycling, and the provisions of the Berks County Solid Waste Plan. The Contractor shall be responsible for the collection, removal and disposal of MSW, Bulky Waste and Recycling collected in St. Lawrence Borough as detailed in these Bid Specifications.

St Lawrence Borough Contact:

Amanda Muso, Borough Secretary, 135 N Prospect St., Reading PA 19606
Phone: 610-779-1430 Email: amandamuso@stlawboro.us

BIDDER MUST SUBMIT A BIDDER REGISTRATION FORM

Any addenda shall be given to those prospective bidders who submitted a Bidder Registration Form to the Borough. The addenda shall be sent via email to the contact information provided on the Bidder Registration Form.

No response to questions shall be binding upon the Borough unless that response is made in writing.

Each residential parcel in the Borough is entitled to one unit of MSW, Bulk Item and SS Recyclables collection. The Borough will inform the Contractor of any additional units of pickup for a property, with those numbers amending the billable quantity of units in the contract.

Any addenda or changes shall become part of the Contract Documents or Specifications and shall be binding upon each bidder, in evaluating the contract, and it shall be required in performance of the contract.

The number of residential units and properties, as well as the solid waste and recycling tonnage provided, and any other data given in this document, are for informational purposes only. These numbers, data, as well as descriptions provided may vary throughout the time frame. The information provided represents the best available data which the Borough can provide at the current time to help the Bidder ensure the accuracy of the bid.

1. Invitation to Bids

In accordance with the Advertisement for Bids, Borough of St. Lawrence, Berks County, Pennsylvania (hereafter the "Municipality") invites Bid Proposals for the performance of the work under this contract. The bid price shall cover all costs of any nature incidental to or growing out of the work including labor, material, equipment, transportation, and all else necessary to perform and complete the work in the manner specified by this document and within the time specified.

Prospective bidders must follow all directions contained within this document, and follow all guidelines and parameters established by the Commonwealth of Pennsylvania Department of Environmental Protection (PaDEP) regarding the disposal of Municipal Solid Waste (MSW) and Recycling, and the provisions of the Berks County Solid Waste Plan. The Contractor shall be responsible for the collection, transportation and disposal of MSW and Recycling collected in St. Lawrence Borough as detailed in these Bid Specifications.

2. Receipt of Bids

Sealed Bid Proposals for performing the work described herein shall be received at the Borough of St. Lawrence Municipal Building, 135 N Prospect St., Reading PA 19606. The Bids shall be in a sealed inner

envelope marked: **St. Lawrence Borough 2025 Trash/Recycling Contract and the Bidder's Name and Address.** The sealed inner envelope shall be placed in an outer envelope for delivery, by any means, and addressed as follows:

**St. Lawrence Borough – c/o Allison Leinbach, Borough Manager
2025 Municipal Solid Waste/Recycling Contract
135 N Prospect St.
Reading PA 19606**

Bid Proposals will be opened and publicly read at 12:05 PM on November 12, 2025, at the same location. Bids Proposals received after the time specified for the public opening of bids will not be considered or accepted and will be returned unopened. It is intended that the award of the contract will be made by the Borough or all bids rejected within thirty (30) calendar days from the date of opening the bids.

3. Copies of Contract Documents

Physical copies of the Bidder Instructions, Contract, and Bid Documents dated , October 2025, may be obtained between 9:00 AM and 2:00 PM Monday through Thursday at the Borough of St. Lawrence Municipal Building, 135 N Prospect St., Reading PA 19606 Electronic copies may be obtained by request to amandamuso@stlawboro.us or from the borough's website <https://stlawboro.us>

4. Bidder Registration Form

The Bidder Registration Form must be returned by email to amandamuso@stlawboro.us, by October 31, 2025 to receive any Addenda to the bidding information. An email will be sent to the email address on the Bidder Registration Form confirming receipt of the registration form. All communications will be by email to the email address submitted on the Bidder Registration Form.

5. Questions or Clarification of the Bid Documents

Any clarification or questions concerning the Bid Documents must be submitted to Amanda Muso (amandamuso@stlawboro.us) by email prior to 12:00 PM, November 3, 2025. Responses will be sent to all registered bidders via email, return receipt requested.

6. Definitions

- A. Alley: a public or private way giving access to the rear of lots or buildings
- B. Approved Municipal Solid Waste Containers. Residents throughout the Municipality provide their own containers for the curbside collection Municipal Solid Waste. The container must be a handled trash receptacle with lid, a maximum of 32 gallons and weighing no more than 50 pounds. A lidded - wheeled toter style trash can with a tipping bar, up to 65 gallons, may also be used. The maximum weekly volume is three 32-gallon containers or the equivalent volume.
- C. Approved Recycle Containers. Residents throughout the Municipality provide their own containers for the curbside collection of recyclables. The receptacle used is preferably lidded, must have handles with a maximum size of 32 gallons or a lidded-wheeled toter style can, with a tipping bar. There are no limits to the volume of material allowed. The container must clearly be marked as recycling
- D. Bid guarantee: the bid bond, cashier's check or certified check submitted as part of the bid proposal payable to the Borough of St. Lawrence, ensuring that the successful bidder will enter a contract.
- E. Borough of St. Lawrence, Borough or Municipality. Means the Borough of St. Lawrence, a municipal corporation, located within the County of Berks, Commonwealth of Pennsylvania.

- F. Bulk Item: Bulk items consistent with the residential use of a property such as chairs, sofas, tables, mattresses, **white goods** including dishwashers, hot water heaters and other materials that are too large for disposal in a normal trash container or an additional 32-gallon container of trash. Loose items, such as a carpet roll, must be bundled securely, no more than four (4) feet in length, and is limited in size to what two people can reasonably carry. All mattresses, cushions and sofa cushions must be wrapped in plastic and securely taped.
- For the purposes of this bid, Bulk Items shall not include refrigerators, air conditioners, dehumidifiers, freezers, or any item which contains chlorofluorocarbons (a.k.a. CFC's or Freon). Bulk Items do not include tires, automobile parts, Household Hazardous Waste, Electronic Covered Devices (Computers, etc.), Yard Waste, Construction Debris, Bricks, Block, Concrete or Recyclable Materials. Bulk items are Municipal Solid Waste.
- G. Certificate of Insurance: a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.
- H. Collection unit. The amount of MSW, Bulk Item and SS Recycling collected from a residential parcel. Note: there may be additional dwelling units on the parcel, but only one collection unit.
- I. Consent of Surety: a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond signed by a licensed Pennsylvania agent.
- J. Contract: the written agreement executed by and between the successful bidder and the Borough of St. Lawrence
- K. Contract Documents: means these documents, the provisions of the Borough Ordinances, as amended from time to time, Contractor's Registration Form, Contractor's bid, the Contract, any bond or bonds given by Contractor pursuant to this document, Contractor's questionnaires, Contractor's certificate of insurance and all forms attached to the bid documents.
- L. Contractor: Any individual, partnership or corporation or any other legal entity whatsoever which is recognized by law as the subject of rights and duties with whom the Borough shall enter a contract for the collection of refuse, bulk solid waste and recyclable materials. It shall include the officers and directors of any corporation or other legal entity having officers and directors.
- M. Covered Device. An electronic device as described in the Covered Device Recycling Act (CDRA), Act 108 of 2010.
- N. Dwelling Unit (Residential). An occupied single family or multi-family structure (such as an apartment) that is individually owned or rented with a separate entrance onto a public or private street.
- O. Force Majeure Event: An event over which neither party has any control, including "Acts of God" such as natural disasters like hurricanes, blizzards, flooding, and tornados.
- P. Municipal Solid Waste (MSW). Any garbage, refuse and other material, including solid, liquid, semi- solid, or contained gaseous material, resulting from the operation of a dwelling unit not meeting the definitions of residual or hazardous waste in the Solid Waste Management Act. The term does not include Recyclable Materials, Household Hazardous Materials, Yard Waste, or Covered Devices.
- Q. Single-Stream Recyclable Materials (SS Recyclables). Those materials chosen by the Municipality to be eliminated from the landfill waste stream. St. Lawrence Borough has designated the following materials:
- Plastic containers numbered 1 through 7. Examples of these are milk, water or soda bottles, laundry care products, and prepared food containers. Plastic bags and film plastic, even when marked with a number, are never acceptable.
 - Clear, green & brown glass containers. Examples of these are beer, liquor, or soda bottles.
 - Aluminum, steel & tin containers. Examples of these are beverage and food cans.

- Mixed paper. Examples of these are newspapers, magazines, phone books, catalogs, cereal boxes, paper grocery bags, office paper, books, envelopes, letters, and junk mail.
 - Cardboard.
 - Corrugated boxes.
- R. White Goods. Appliances such as stoves, washers or dryers. Items not collected: refrigerators, freezers, air conditioners, dehumidifiers or other items containing chlorofluorocarbons.
- S. Yard Waste/Christmas Trees. **NOT PART OF THE CONTRACT. COLLECTED WEEKLY BY THE BOROUGH, includes** Biodegradable material such as leaves, cut grass, tree limbs, small branches or twigs from general yard and garden maintenance.
- T. Unit of Collection. Each residential parcel, with a dwelling unit, is entitled to one unit of collection of MSW, Recycling and a Bulk Item. A list of addresses and a map of parcels will be provided.

7. General Scope of Work

The successful bidder shall be required to comply with all applicable laws and statutes of the County of Berks, Commonwealth of Pennsylvania and of the United States Government and/or its agencies with respect to Worker's Compensation and the hauling and disposal of all materials. The Contractor shall abide by all traffic regulations and will comply with all applicable Local, State and Federal regulations.

The rules and regulations pertaining to the collection and disposal of MSW and SS Recyclables issued by the municipality, county, state or federal agencies shall be an integral part of this contract and compliance shall be binding on the contractor.

The Contractor will not be required to collect yard waste or Christmas trees. The Borough provides this service weekly,

The work to be performed for each parcel shall generally consist of:

- A. Once weekly curbside collection of one unit of MSW from residential dwellings on one parcel within the boundaries of the Municipality and the conveyance of same to a landfill.
- B. Once weekly curbside collection of a single Bulk Item or an additional 32-gallon container of trash from a residential dwelling(s) on one parcel within the boundaries of the Municipality. The Contractor shall remove and properly dispose of or recycle these items.
- C. Once weekly curbside unlimited collection of SS Recyclables from a residential dwelling(s) on one parcel in accordance with the provisions of Act 101, as amended, the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 within the boundaries of the Municipality and the conveyance of same.
- D. The provision and weekly collection of a lockable SS Recyclables dumpster/container of not less than 3 cubic yards in size, for the exclusive use of the municipality and to be located at the Municipal Building located at 135 N Prospect St., Reading PA 19606.
- E. The provision and weekly collection of a lockable MSW dumpster of not less than 3 cubic yards in size for the exclusive use of the Municipality and located at the Municipal Building located at 135 N Prospect St., Reading PA 19606.
- F. The weekly collection of MSW and SS Recyclables from the Municipal Playground located at 3500 Jacksonwald Avenue and collected from the unnamed alley between St. Lawrence Avenue and Jacksonwald Avenue. The provision of three (3) – 96-gallon tote containers for MSW and two (2) – 96-gallon tote containers for SS Recyclables.

8. Examination of Municipality

As of September 11, 2025, there were approximately 649 MSW and SS Recycling residential stops in the Borough. Collections will occur on approximately 7.1 miles of roadway. As of the 2020 Census there were 1,892 residents in the Municipality. The Borough is .9 sq miles in size.

Bidders shall inspect the Borough making their own assessment or judgment concerning all circumstances affecting the cost of providing the service in question and the nature of the work to be performed. Bidders shall assume all risks, known, hidden or foreseeable.

The Borough will provide a list of addresses for collection and a parcel map. A parcel may have multiple addresses or apartments but is only entitled to one unit of collection. As the Borough identifies additional collection units, an updated address list will be provided.

COLLECTIONS IN THE BOROUGH BY YEAR & TYPE

YEAR	TONNAGES	
	TRASH	RECYCLING
2023	534.37	177.36
2024	537.23	147.93
2025 (JAN - JUNE)	273.31	71.58

9. Municipality's Responsibilities

- A. Education. Education regarding the preparation of Municipal Solid Waste and Single-Stream Recyclable Materials. The Municipality shall inform all residents of Dwelling Units in the Municipality of the proper preparation procedures.
- B. Reporting New Dwelling (Collection) Units. The Municipality will supply the Contractor with street maps, number of collection units, and population information on request. As additional collection units, as determined by the Use and Occupancy Permits issued by the Municipality or multiple dwelling units acquire additional collection units from the Borough, the hauler will add the address to the collection list. The contract rate for each additional stop will be determined by the year and unit bid amount in the contract to be reflected on next month's billing.
- C. Complaints. The Municipality shall monitor the Contractor's performance. The Contractor shall receive citizen complaints forwarded from the Municipality and promptly respond to those complaints.

10. Contractor's Responsibilities

- A. Complaints. The Contractor shall receive citizen complaints forwarded from the Municipality and promptly respond to those complaints. Contractor shall establish and maintain a local office with continuous supervision for accepting complaints and calls from residents and the Municipality during business hours on days when collections are made. The Contractor is responsible for taking all corrective actions within 24 hours and maintaining a log of complaints and corrective actions taken. Contractor will supply the Municipality with telephone numbers of the local office.
- B. Collection Scheduling and Routing. All collections shall be made between the hours of 7:00 AM and 5:00 PM, Monday through Thursday. Collection on the following streets may begin at 6:00 AM: St. Lawrence Avenue, Oley Turnpike Rd., Bingaman St. and N. Bingaman St. and the one residential property on Prospect St. Special Situation: St. Lawrence Avenue collections may occur from 6:00 AM to 7:00 AM, 9:00 AM to 2:00 PM, and after 4:00 PM, the avenue is a major bus route for Exeter Township School District with numerous stops.
- C. **The intended day of collection must be noted in the bid proposal form.** The current collection and preferred day for MSW & Recycling Collection in the Municipality is Tuesday.

- D. The Contractor may propose an alternate collection day but shall assume responsibility for the notification to each Dwelling Unit in writing of any change in collection day. The Contractor may not choose Friday, Saturday, or Sunday as the collection day.
- E. The Contractor shall provide the route that collection will follow. It is the Borough's desire to have Recycling collected first.
- F. **HOLIDAYS:** The Contractor shall annually supply a schedule of company holidays and proposing an alternate date, preferably the next day, in the same calendar week for collection in lieu of collection on the holiday. Alternate dates must be later in the week than the usual collection day and Friday is an acceptable alternate date. Alternate dates may not be on a Saturday or Sunday.
- G. **Municipal Solid Waste, Single-Stream Recyclable Materials, and Bulk Item Collection.** The Contractor shall collect all properly prepared Municipal Solid Waste, Single-Stream Recyclable Materials, and Bulk Item placed at curbside from all Residential Collection Units within the Municipality on collection day specified.
- H. The Contractor shall not contaminate the collected Single-Stream Recyclable Materials with non-recyclable materials. The Municipality may penalize the Contractor for such a violation.
- I. The Contractor's employees shall handle all containers with reasonable care to avoid damage and shall replace the containers at the curb or in the yard area, not in front of mailboxes, on sidewalks, or street. All containers shall be replaced in an upright position after emptying unless wind conditions blow empty containers into the streets, causing traffic hazards.
- J. Each collection crew shall have appropriate equipment to clean up any material spilled during collection. The disposal of these materials is the responsibility of and at the expense of the Contractor. The Contractor shall ensure their employees abide by all traffic regulations and comply with all applicable federal, state and local regulations and requirements.
- K. Collection shall be made regardless of weather conditions, unless authorization is received from the Municipality. Authorization may be verbal but will be followed in writing within one (1) business day. The Contractor shall make the collections scheduled for the day missed due to weather conditions within the next day, unless otherwise authorized by the Municipality.
- L. **Posting Violation Notices.** The Contractor shall be required to collect all properly prepared Municipal Solid Waste and Single-Stream Recyclable Materials but shall not be required to collect material not properly prepared. In these instances, the Contractor shall post the materials with violation notices and report these violations to the Borough office at the conclusion of each collection day.
- M. The Contractor is further encouraged to maintain records of which stops do not have material placed curbside at the time of collection as this information is useful in resolving common concerns raised by residents of the Municipality.
- N. **Record Keeping.** The Contractor shall furnish to the Municipality, on a monthly basis, records of weights of the Single-Stream Recyclable Materials and Municipal Solid Waste (including Bulk Items) delivered to the appropriate processing facilities.

11. Penalties and/or Termination of Contract Due to Non-Performance

It is understood that the orderly collection of refuse, bulk solid waste and recyclable material is a matter of serious concern to the Municipality due to its effect upon the health and welfare of our residents. Likewise, it is anticipated that occasional and minor breaches or violations may occur during the performance of the service herein set forth. The Municipality, by its authorized representatives, whose determination and certification shall be final, may invoke the penalties shown below.

All missed material shall be collected on the same day notice is given to the Contractor by the Municipality, if possible, and not later than twenty-four (24) hours following notice to the Contractor unless otherwise approved by the Municipality. Notice by the Municipality shall be given by e-mail or

telephone. The Contractor shall notify the Municipality of the resolution of missed collections. Notice by the Contractor may be by e-mail or telephone. Failure of the property owner/occupant to have their material at curbside, or properly prepared, shall not constitute missed material. The Municipality shall make every effort to determine if the property owner/occupant has abided by the municipal regulations for preparation of their Municipal Solid Waste and/or Single-Stream Recyclable Materials.

The Municipality Manager, or other authorized municipal representative, shall notify the Contractor of such violations where they can be immediately corrected. The Municipality may make the appropriate deduction from the next monthly invoice due to any of the violations listed below, in accordance with the schedule of penalties.

A. Penalties. The Contractor may be assessed penalties for the following:

- I. Missed collections of Municipal Solid Waste, Bulk Items, or Single-Stream Recyclable Materials. For each missed collection Contractor does not complete, the Municipality may impose a penalty of twenty-five dollars (\$25.00) for each collection unit per day (including Saturdays and Sundays). If a missed collection is not resolved to the satisfaction of the Municipality within three (3) days of notification, the Municipality may collect (or cause to be collected) the Municipal Waste, and charge (or deduct, as aforesaid) all costs, fees and expenses incurred by the Municipality in connection with collection. Nothing herein shall prevent or deny the Municipality from canceling the contract in accordance with the contract terms.
- II. Contaminating Single-Stream Recyclable Materials with Municipal Solid Waste. Contractor shall not contaminate Recyclable Materials with any non-recyclable materials. Penalty is \$500.00 for said violation. Each violation shall be considered a separate incident.
- III. Collection of non-St. Lawrence Borough Municipal Waste or Recyclable Materials. Under no circumstances shall the Contractor commingle Municipal Solid Waste or Single-Stream Recyclable Materials collected from the Municipality with Municipal Solid Waste from another municipality and haul this waste to the designated landfill. Penalty for such violation shall be \$1,000.00 per incident. Each violation shall be considered a separate incident.
- IV. Failure to Clean Spilled Materials. Failure to clean up any materials spilled or drained off equipment subject to a \$250.00 penalty per incident.
- V. Replacing Waste or Recyclable Containers Improperly. Failure to replace any waste or recyclable container properly at curbside as provided in this bid document shall be subject to a \$10.00 penalty per incident.
- VI. Damaging Waste or Recyclable Containers Receptacles. Damage to, other than reasonable and normal wear and tear, or disposing of receptacles, shall be subject to repair or replacement by the Contractor, or \$50.00 penalty per incident, whichever is greater.
- VII. Property Damage Caused by Operation of Collection Vehicles. Damage to any real property, caused by the Contractor's employees and/or collection vehicles shall be subject to repair or replacement by the Contractor. Should Contractor fail to repair or replace said damage, the Municipality may make or cause to make the necessary property repairs, and charge the Contractor for such repairs, deducting all costs, fees and expenses incurred by the Municipality in connection with said repairs from the next monthly invoice.
- VIII. Offensive Employees. Rude conduct by Contractor's employees, inappropriate behavior, foul language or other actions listed in Section 13 shall be subject to a \$100.00 penalty per occurrence.

- IX. Loads Rejected by the Designated Processing Facility. The Contractor is responsible for the collection of only properly prepared Recyclable Materials, and to maintain each load of Recyclable Materials in an uncontaminated condition. If any load of Recyclable Materials is rejected at the designated processing facility because of contamination, any transportation and disposal costs and loss of revenues from the designated processing facility for the rejected load will be strictly the responsibility of the Contractor.

The Contractor is also responsible for the collection of any waste as designated in these specifications, and the Contract. If any load of waste is rejected by the designated landfill, for any reason, the disposal, cleanup or other costs are strictly the responsibility of the Contractor.

- B. Termination of contract. In the event the Contractor shall be in default of this contract, or if the Contractor should ever fail to collect the materials required herein, and such a default or failure shall be uncured for a period of five (5) consecutive days, the Municipality reserves the right to terminate the Contractor's services due to such non-performance.

12. Offensive Employees

The Contractor shall be held responsible for the conduct and deportment of its employees during the performance of their work. The Municipality Manager or his/her authorized representative may request the suspension or discontinuance of any employee from working for the Contractor within the Municipality for any of the following offenses:

- A. Intoxication.
- B. They use loud, abusive, profane or lewd language in their dealings with the public or amongst themselves during the performance of their work;
- C. Soliciting gratuities or tips from the public for services to be performed under this contract;
- D. The refusal to handle refuse or recyclable material as herein required and defined;
- E. The wanton and malicious damage or destruction of containers or receptacles, or scattering or spilling of refuse or Recyclable Materials;
- F. Any other wanton, willful or reckless disregard of safety or sanitary requirements;
- G. Any act which may constitute a public nuisance or disorderly conduct.

The Contractor's employees shall conduct their work as quietly as possible with a minimum of interference to pedestrian and vehicular passage through the Municipality.

13. Contract Term

The Contract term shall be for a period of five (5) base years plus five (5) one (1) year options. Year one begins on January 1, 2026. The Contractor will be notified of the Municipality's intent to extend the Contract into the five optional years at least 180 days prior to December 31 of the years 6 through 10 respectively.

If notice to extend the Contract is not sent by the Municipality, the contract shall expire at the end of the current year.

14. Equipment

- A. Types of Vehicles. All trucks shall be specifically designed to prevent leakage of any liquids or fluids. All open type vehicles shall be covered with a suitable covering to prevent the discharge of refuse from the vehicle.
- B. Conditions 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 in the highways or maintained as to permit the leakage of fluids. All trucks shall be regularly cleaned and kept in proper condition. Trucks and equipment shall bear the name and address of the Contractor plainly visible on both sides of the vehicle.

- C. Storage of Equipment. The Contractor at his expense shall store and park his equipment at a convenient and lawful place. No trucks or equipment may be parked or stored on Borough streets except during collection periods.

15. Assignment

It is understood and agreed by the Contractor that, during the performance of its duties under this Contract, it will not assign its contractual rights or its duties and obligations arising hereunder to any third person without prior written approval by the Municipality being had and obtained, which approval the Municipality shall be under no obligation to give, it being at all times understood that the Contractor is not acting as agent for a subsidiary of any other entity

16. Merger/Bankruptcy/Bulk Sale

If Contractor files proceedings in bankruptcy or like proceeding in state courts, or by merger or sale becomes acquired by any other corporation or entity, such actions may constitute a termination of the contract and result in the subsequent forfeiture of the performance bond, at the Municipality's sole election.

17. Liability Insurance

Each Bidder shall submit with its Bid a Certificate of Insurance issued by an insurance company/insurance broker satisfactory to the Borough, evidencing the existence of the mandatory minimum coverage required by this section.

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

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

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

either directly or indirectly employed by the Contractor for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this contract and shall otherwise indemnify and hold the Municipality harmless from any and all manner of claims and lawsuits and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

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

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

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

- A. Governmental Immunity Waiver. The Borough may require that all policies of insurance issued pursuant to the specifications or the subsequent contract therein, shall waive any governmental immunity of the Borough and shall extend to and include all direct and indirect agents and employees of the Contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the Contractor pursuant to the terms of this contract.
- B. Hold Harmless Provision. The Contractor will indemnify and save harmless the Borough and all their officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract.
- C. Equal Opportunity Employer. The Contractor shall complete the attached Non- Discrimination Affidavit.

18. Right to Reject Bids

The Municipality will determine who is the lowest responsible Bidder upon the basis of the bids submitted and reserves the right to reject any or all bids and re-advertise if the best interest of the Borough will thereby be promoted and reserves the right to waive technical defects, if in its judgment, the interest of the Borough shall so require.

No Proposal will be considered from any person, firm, or corporation, who has defaulted in the performance of any contract or agreement made with the Municipality.

Proposals that are deemed by the Municipality to be incomplete, conditional, or obscure, or which contain additions, erasures, alterations, omissions, or irregularities of any kind may be rejected as nonresponsive.

19. Bid Security

Bidders shall include Bid Security in the amount of ten percent (10%) of the total bid price of the five-year base bid. **Any Bid received without the required Bid Security shall be rejected.** The Bid Security may be in the form of (1) **a bank cashier's check payable to the Borough of St. Lawrence and drawn on a United States Bank, or a Continental United States branch of a foreign bank acceptable to the Borough;** (2) **a Surety Bond from a Pennsylvania licensed surety**, in form and substance satisfactory to the Borough and issued by a surety company which is listed in the most recent revision of U.S. Treasury Department Circular 570, with its underwriting limitations therein stated at least equal to \$40,000,000 and **signed by its Pennsylvania licensed resident agent of the company**, accompanied by a power of attorney of the surety company dated the date of the Surety Bond and otherwise in form and substance acceptable to the Borough. **The penal sum of the Bond shall be ten percent (10%) of the full amount (term) of the Contract, of the five-year base bid, and the Bond must be signed by a Pennsylvania licensed resident agent on behalf of the Surety.**

20. Consent of Surety

Each Bid shall be accompanied by a Consent of Surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania and listed in the most recent revision of the U.S. Treasury Department Circular 570, with its underwritten limitation therein stated at least equal to \$40,000,000. The Consent of Surety shall state that the surety company in question unconditionally agrees to furnish the required Performance Bond and any other bond which is made a condition of the awarding of the Contract. **The Consent of Surety must specify and guarantee the full amount of the Performance Bond to be submitted.** Each Consent of Surety must include the Surety's most recent available financial statement. **Failure to provide the required Consent of Surety at the time that the Bid is submitted shall preclude a Bid from being considered for acceptance**

21. Performance Bonds

The successful Bidder shall be required to furnish a bond for the faithful performance of the entire term of the base bid of the Contract, five (5) years, in the amount of One Hundred Percent (100%) of the contract award, to be reduced proportionately each year to reflect performance to date so that the amount of the bond remaining at the end of each year will cover the remaining years on the contract. Financial security will also need to be similarly provided for each option year.

Bidder agrees to execute and deliver any agreement in the prescribed form and furnish the required bonds within seven (7) days after the agreement is presented to Bidder for signature. Upon its receipt of the performance bond, the Municipality will return the bid bond or certified check.

All bonds shall be filed with the Office of the Manager of the Borough no later than sixty (60) days prior to the commencement of the new bond year. **Said bond shall be that of an approved surety company authorized to transact business within the Commonwealth of Pennsylvania, and proof of same shall be submitted to the satisfaction of the Borough Council. Agents of the bonding company shall furnish the necessary power of attorney bearing the seal of the company and evidencing the agent's authority to execute the particular type of bond to be furnished, as well as the right of the surety company to conduct business in the Commonwealth of Pennsylvania.**

22. Signature of Bidders

The firm, corporation or individual name of a Bidder must be manually signed in ink in the space provided on the Bid Form.

In the case of a corporation, the title of the officer signing on behalf of such corporation must likewise be stated, the seal of the corporation must be 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 Bid and submit such a Bid on behalf of the Corporation.

In the case of a partnership, the signature of at least a majority of the partners must follow the firm name, together with an indication that the signature is that of a partner. In the event that some other agent of the

partnership submits or executes a Bid for the firm, he or she shall attach thereto a notarized statement executed by each of the partners that designates him or her as an agent of the partnership authorized to act as agent of the partnership in the Bid submission process.

In the event that the Bid is submitted by an individual, the designation "Individual Proprietorship" shall follow the signature in question, and any trade name used by a noncorporate Bidder shall be so designated and so indicated as having been registered or not registered under the Fictitious Names Registration Act with the Secretary of the Commonwealth of Pennsylvania.

23. Qualifications of Bidders

Bids will be accepted from bidders who have been actively engaged in the collection of municipal solid waste and recyclables, which includes predecessor entities having management, shareholders, directors, or members in common in the same line of business as the bidder for the past 15 years, with an explanation as to the reason why contracts have not been completed in the past 5 years. The successful bidder must be able to perform and complete the proposed work in a fully competent, satisfactory manner, as determined by the Borough. The Borough reserves the right to verify this information and/or seek additional information from the bidder as to their qualifications. Submission of false or misleading information shall be grounds for rejection of the bid.

24. SUBMITTAL OF BID

All bids must be submitted onto the documents attached or provide additional information as attachments as indicated in this bid packet, not later than the time and date specified in the Invitation to Bid document, and shall be enclosed in an envelope which is securely sealed and labeled as follows:

BIDDER'S NAME

St. Lawrence Borough 2025 Trash/Recycling Contract

The issuance of this Solicitation constitutes only an invitation to submit responsive Bids to the Municipality. Notwithstanding any other provisions of this Solicitation, the Municipality reserves the right to determine, in its sole discretion, whether any aspect of a Bid satisfactorily meets the criteria established in this Solicitation, to waive any irregularities in any Bid, and to take any other action which the Municipality deems appropriate. The Municipality intends to select the Bidder which, in the sole opinion of the Municipality, is the lowest, responsive, responsible Bidder. The Borough reserves the right to reject any and all bids.

The procedures set forth in this Solicitation are for the convenience of the Municipality and shall not give rise to any rights in any Person. If a Contract is not awarded for any reason, or if this Solicitation is withdrawn for any reason, the Municipality shall have no obligation or liability to any Person for any costs or expenses incurred in connection with this Solicitation, any Bid or the transactions contemplated by this Solicitation or otherwise.

By submitting a Bid, a Bidder warrants that the Bidder: (a) has reviewed all pertinent Contract Documents and all addenda thereto, (b) has inspected the sites at which the Work will be performed and the conditions under which the Work will be performed and (c) has not discovered any ambiguities or conflicts in the Work description, specifications, or other terms or conditions of the Contract Documents.

The bids will be considered, although a contract not necessarily awarded, at a meeting of the Borough Council of the Borough of St. Lawrence at the municipal building on Thursday, November 13, 2025, starting at 7:30 p.m. prevailing time.

CONTRACT AGREEMENT FOR SERVICES

THIS CONTRACT AGREEMENT FOR SERVICES made this _____ day of _____, 2025, by and between the BOROUGH OF ST. LAWRENCE, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, located in the County of Berks and Commonwealth of Pennsylvania (hereinafter referred to as "Borough"), party of the first part, and _____ (hereinafter referred to as "Contractor"), party of the second part.

WHEREAS, the Borough had advertised the bids to be received on November 12 2025, for the collection, removal and disposal of refuse, garbage and recyclables in the Borough of St. Lawrence; and

WHEREAS, the Contractor was the lowest responsible bidder which had submitted a bid to the Borough for collection and disposal of such municipal solid waste, including bulk waste, and recyclables, said collection and disposal to be made pursuant to Borough specifications prepared and provided for this purpose; and

WHEREAS, the Borough Council has duly accepted Contractor's bid for such trash, garbage and recyclable disposal for five (5) years, commencing January 1, 2026, and ending December 31, 2030, with the option for five (5) mutually agreeable successive one (1) year extensions for 2031; 2032; 2033; 2034; and 2035; and

WHEREAS, the Borough and the Contractor desire to enter into a written agreement for the purpose of affecting the terms of Borough Specifications and Contractor's bid and formalizing the agreement of the parties.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: in consideration of the mutual promises contained herein, as well as in consideration the agreements on the part of each of the parties herein contained, the Borough for itself, its successors and assigns, and the Contractor for itself, its successors and assigns, agree as follows:

1. Contractor shall furnish all the materials, machinery, equipment, tools, labor and transportation necessary and proper for the collection, removal and disposal of all refuse and garbage accumulated within the Borough of St. Lawrence, Berks County, Pennsylvania, every _____ (Monday – Thursday, select day), three (3) thirty - two (32)-gallon containers, or the equivalent, one (1) bulk household item per collection unit, and additionally on every _____ (Monday – Thursday, select day) to collect the recyclable materials by quantity and type designated in the bid specifications. The day of week may be Monday through Thursday, current collection day for all collections is Tuesday.
2. Days of collection and numbers of containers shall only be varied as set forth in the Specifications of the Borough of St. Lawrence, which have previously been submitted to the Contractor, and which Specifications are attached hereto, marked Exhibit "A", and made part hereof (hereinafter called "Specifications").
3. Collection will occur between the hours of 7:00 AM and 6:00 PM, Monday through Thursday, except for collection for Perkiomen Ave, Oley Turnpike Road, Parkview

Road, Prospect St., N. Bingaman St. and Bingaman St may begin at 6:00 a.m., per conditions listed in the specifications. Collection of St. Lawrence Avenue, during the Exeter Township School District student school schedule, may only occur during the hours of 6:00 AM – 7:00 AM; 9:00 AM – 2:00 PM; and 4:00 PM – 6:00 PM.

4. The contract will commence January 1, 2026, to December 31, 2030, with the option of five (5) successive one (1) year extensions for 2031; 2032; 2033; 2034 and 2035. The first collection will be no later than January 8, 2026.

5. All equipment, tools, labor, and transportation shall be in strict accordance with the Specifications. Such Specifications, while set forth as an Exhibit hereto, shall be considered and incorporated as an integral part of the contract and enforceable as such.

6. Such collections shall be made in good, substantial and workmanlike manner and in strict accordance with the Specifications and shall comply with all Federal and State laws and regulations.

7. In consideration of the Contractor's performance of its obligation pursuant to the terms of this Agreement and the Specifications, the Borough shall pay to the Contractor for each collection unit of trash, bulk item and recycling pickup for five (5) years with the option to extend the contract for five (5) mutually agreeable extensions of one (1) year periods at a price of:

CALENDAR YEAR	UNIT PRICE	ANNUAL PRICE	MONTHLY PRICE
2026			
2027			
2028			
2029			
2030			
OPTIONAL YEAR 2031			
OPTIONAL YEAR 2032			
OPTIONAL YEAR 2033			
OPTIONAL YEAR 2034			
OPTIONAL YEAR 2035			

8. Contractor agrees to be bound by the requirements set forth in the Specifications and acknowledges that in the event it fails to conform therein, it shall be considered a material breach of contract.

9. Such sums shall be payable during the five (5) year term with the option to extend the contract for five (5) mutually agreeable (with the option to extend at the election of the Borough and the Contractor) successive one (1) year periods hereof at a monthly rate as set forth in the above chart for regular trash pickup and recycling in accordance with the provisions for payment as set forth in the Specifications.

The Contractor shall, prior to the Borough's execution of this Agreement, furnish a Performance Bond with corporate surety registered and authorized to do business in the Commonwealth of Pennsylvania in the amount of \$ XXX,XXX.XX which is 100% of the total five (5) year contract price, as set forth in the said Specifications, and said Performance Bond with corporate surety shall be deemed a part of this contract, and which shall be attached as Exhibit "B" hereto. The Performance Bond may be reduced proportionately each year to reflect performance to date so that the amount of the bond remaining at the end of each year will cover the remaining years on the contract.

All bonds shall be filed with the Office of the Manager of the Borough no later than sixty (60) days prior to the commencement of the new bond year. **Said bond shall be that of an approved surety company authorized to transact business within the Commonwealth of Pennsylvania, and proof of same shall be submitted to the satisfaction of the Borough Council**

10. The Contractor shall, prior to the Borough's execution of this Agreement, furnish to the Borough **proof of insurance under the Pennsylvania Worker's Compensation Act, as amended, supply its federal tax identification number, together with a Certificate of Insurance, evidencing its carrying all public liability, property damage and automobile bodily and property injury and damage required by the Specifications. The Borough shall be named as an Additional Insured and Certificate Holder of the Certificate of Insurance** and shall be notified of any changes in applicable coverage. **A true and correct copy of the Certificate of Insurance shall be attached as Exhibit "C" hereto.** The failure of contractor to maintain all required coverages in the amounts required in the Specifications shall be a material breach of, and if uncured, an event of default of this Agreement.

11. The Contractor is considered to be an independent Contractor in and during the performance of the work and the providing of services to be performed by the Contractor as more fully set forth in this contract and the Specifications. Contractor shall be responsible for any and all losses and/or damages caused by acts and/or failures to act by Contractor, its agents and/or employees in the performance of this Agreement. Further, Contractor agrees to fully indemnify, protect and save harmless the Borough from any and all claims for liability resulting from any and every accident, intentional action or inaction, negligence, failure to act, breach of applicable regulation or statute, or from any and every other cause or causes connected with the work and services to be performed by Contractor as more fully set forth in the Agreement and/or

from the expense of the defending of any and all act or acts, claim or claims arising therefrom, including but not limited to attorneys' fees and costs of defense. In the event of any incident involving property damage, personal injury, or alleged violation of statute or regulation, Contractor shall inform the Borough Manager in writing.

12. All persons engaged in or connected with the work and services to be provided by Contractor under the terms of this contract are and shall be insured at the sole cost and expense of Contractor in compliance with provisions of the Pennsylvania Workers' Compensation Act, and the amendments and supplements thereto; and the Contractor shall provide a certificate to the Borough evidencing the same prior to the effectiveness of this contract, as set forth in Item 11 above.

13. Contractor agrees to comply with all the applicable laws, rules and regulations of the United States of America and the Commonwealth of Pennsylvania relating to garbage, trash collection and disposal to be performed on behalf of municipal corporations. In addition, Contractor covenants and agrees that throughout the term of this contract, all garbage and trash collected in connection herewith shall be disposed of at _____ (Name of Landfill) or such other location designated by the Borough, or otherwise acceptable to it as authorized in writing by the Borough, all as per the reservation of right retained by the Borough or as set forth in the Specifications.

14. In the event the Contractor at any time during the term of this Agreement fails, refuses or is unable for any cause to properly perform the collection and disposal of the refuse, garbage and bulk household item within the Borough as required by this contract, the Borough, after having given written notice of such neglect or default on the part of the Contractor by certified mail addressed to the Contractor at its last known address and 10 (ten) days opportunity to cure the defect to the satisfaction of the Borough, shall have full power and authority to declare the Contractor in default of the contract and the Borough shall have the full authority to take the prosecution of the work under the terms thereof out of the hands of the Contractor and appropriate or use any materials or equipment of the Contractor used for performance of its obligations hereunder and may enter into a contract with a third party for the completion of such work remaining to be performed under the terms hereof.

15. Should the Borough elect to take prosecution of the work out of the hands of the Contractor pursuant to Paragraph 15 hereof, the Borough may, at its option, complete the contract with its own forces or by separate contract with any person or persons and cause such work remaining to be done under the terms hereof to be performed.

16. In the event of such termination for default by Contractor and the performance by the Borough or some other person on its behalf, the Contractor shall be liable to the Borough for any costs or expenses occasioned by the Borough by reason of such default and termination by this Agreement. In the event of Contractor's default and the declaration thereof by the Borough, the Borough shall be free to claim all rights under the Performance Bond with corporate surety or cash submitted herewith and deemed to be part of the within contract.

17. Borough's said right and power herein to terminate this Agreement by reason of default on the part of the Contractor shall be in addition to and not in substitution of the penalties and remedies provided in the Specifications, it being the intent of the Borough that the refuse and garbage within the Borough shall be regularly collected with the Borough in a good and workmanlike manner; and in the event it appears to the Borough that the Contractor will not or cannot perform such duties, the Borough will have the power to pursue all remedies available to it under this contract, the Specifications, at law or in equity, and/or pursuant to the Performance Bond.

18. The Contractor shall not assign or transfer its interest or obligations hereunder to any person without first obtaining the Borough's written consent thereto.

19. Neither party to this Agreement shall be responsible for any delay or failure in performance of any provision of this Agreement to the extent such delay or failure is caused by fire, weather conditions including flooding, snow emergency or conditions triggering the declaration of a state of emergency, explosion, war, civil disobedience, strike, embargo, act of God, or other similar causes beyond such party's control without the fault or negligence of the delayed or non-performing party.

20. This Agreement and documents made a part hereof represent the entire contract of the parties. No modifications to this Agreement shall be valid unless in writing signed by both parties.

21. It is agreed that all disputes or actions under this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and that venue for any action hereunder shall be in a court of competent jurisdiction in Berks County, Pennsylvania.

22. All notices required to be given under this Agreement shall be as set forth herein:

Addresses for Notice:

Borough of St. Lawrence

135 N Prospect.

Reading, PA 19606-1407

Insert Contractor Name

Insert Contractor Address

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the date first above written.

BOROUGH OF ST. LAWRENCE

By: _____
Robert J. May, Council President

Attest: _____
Amanda Muso, Borough Secretary

INSERT CONTRACTOR NAME

By: _____

Title: _____

Attest: _____

Title: _____

“Contractor”

**BID PROPOSAL FORM - BOROUGH OF ST. LAWRENCE
2025 MUNICIPAL RESIDENTIAL SOLID WASTE AND RECYCLING
COLLECTION, REMOVAL AND DISPOSAL SERVICES**

BID AMOUNT INCLUDES ALL COLLECTION, LABOR, TRANSPORTATION, LANDFILL FEES, PROCESSING FEES, AND ALL OTHER COSTS ASSOCIATED WITH THE WEEKLY COLLECTION OF MUNICIPAL SOLID WASTE (MSW), BULK(Y) WASTE, AND RECYCLING, PER THE SPECIFICATIONS INCLUDED IN THE INVITATION TO BID.

*One weekly curbside solid waste pickup of three (3) – 32 gallon trash containers

*One weekly curbside bulk household item.

*One weekly curbside recycling pickup of an unlimited quantity

COLLECTION DAY: MSW _____ RECYCLING _____

NUMBER OF COLLECTION UNITS: 649

BASE CONTRACT YEARS			
YEAR	PRICE OF ONE COLLECTION UNIT	MONTHLY PRICE	ANNUAL PRICE
2026			
2027			
2028			
2029			
2030			
OPTIONAL CONTRACT YEARS - MUTUALLY AGREEABLE			
YEAR	PRICE OF ONE COLLECTION UNIT	MONTHLY PRICE	ANNUAL PRICE
2031			
2032			
2033			
2034			
2035			

Total cost for the five year base period (as a number):

Total cost for the five year base period written (in words):

Bid submitted by:

Company: _____

Attention: _____

Mailing Address: _____

Telephone: _____ Fax: _____
Email: _____

The undersigned, intending to be legally bound, agrees that this bid is irrevocable, may not be withdrawn and shall remain subject to your acceptance for a period of sixty (60) days after the time set for bid opening.

(INDIVIDUAL PRINCIPAL)

Witness: _____ Individual Principal: _____

(Signature of Individual)

(SEAL)

Trading and Doing Business As: _____

(PRINCIPAL PARTNERSHIP*)

Name of Partnership _____

Witnesses: _____

By: _____
Partner

By: _____
Partner

By: _____
Partner

By: _____
Partner

*All general partners must sign

(LIMITED LIABILITY COMPANY**)

Name of LLC _____

Witnesses: _____

By: _____
Member

By: _____
Member

By: _____
Member

**All members must sign or attach an appropriate Resolution or other document, dated as of the same date as the Bid Form, evidencing authority to execute the Bond on behalf of the Limited Liability Company

(CORPORATION PRINCIPAL)

(Name of Corporation)

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President

[CORPORATE SEAL]

(or if appropriate)

Witness:

***By: _____
(Authorized Representative)

***Attach appropriate corporate resolution, dated as of the same date as the Bid Form, evidencing authority to execute the Bond on behalf of the Corporation

BIDDER'S INFORMATION - EXPERIENCE

Company Name: _____

The following is a list of municipal projects similar in character and scope of the work specified under this contract, which have been successfully completed by this bidder during the past two (2) years.

THIS INFORMATION MUST BE SUBMITTED BY EACH BIDDER

LOCATION/TYPE OF WORK NAME/ADDRESS OF OWNER	YEAR/ DATE COMPLETED	\$ AMOUNT OF CONTRACT	RESPONSIBLE OFFICIAL/ PHONE #

Authorized Signer's Printed Name/Title

Date

Authorized Signer's Signature

BIDDER'S FINANCIAL INFORMATION

BOROUGH OF ST. LAWRENCE

2025 INVITATION TO BID

MUNICIPAL SOLID WASTE AND RECYCLING

Company Name:

THIS INFORMATION MUST BE SUBMITTED BY EACH BIDDER

The bidder must be a financially secure company or corporation. Bidders shall submit the following financial information with their bid, which will not become public documents:

Form of governance: ☐ Corporation ☐ Partnership ☐ Other _____

1. In a clearly marked separate sealed envelope enclosed in the envelope with the bid proposal a set of annual financial statements (balance sheet & income statement) for the past three fiscal years as well as current year-to-date financial statements.

MARK THE ENVELOPE WITH: COMPANY NAME AND FINANCIAL DOCUMENTS ENCLOSED

2. The filed tax returns for the most recent filed three (3) years.
3. Identification of any legal actions or preceedings pending or occurring within the past two (2) years and/or any contingent liabilities.

Authorized Signer's Printed Name/Title

Date

Authorized Signer's Signature

BIDDER'S INFORMATION - GOVERNANCE
2025 BOROUGH OF ST. LAWRENCE INVITATION TO BID

Company Name:

THIS INFORMATION MUST BE SUBMITTED BY EACH BIDDER

Partnership: Provide all names, addresses and contact information of partners

Corporations: Provide all names, addresses and contact information of officers and directors

Form of governance: ☐ Corporation ☐ Partnership ☐ Other _____

Title	Name	Address	Contact Information

Authorized Signer's Printed Name/Title

Date

Authorized Signer's Signature

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____:

County of _____:

I, _____, being first duly sworn, deposes and says that:
(Name)

1) I am _____ of _____, and
(Title) (Name of Bidder)

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.

2) I am fully informed respecting the preparation and contents of the attached Bid, and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder or any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or an unlawful agreement and advantages against the Borough of St. Lawrence or any other person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Signature)

Subscribed and sworn to before me

this _____ day of _____, 2025.

(Notary Public)

My Commission Expires: _____

(SEAL)

NON-DISCRIMINATION AFFIDAVIT

State of _____ :

County of _____ :

I, _____, the being first duly sworn, depose and says:
(Name of Affiant)

1) I am _____ of _____ and
(Title) (Name of Bidder)
that I am authorized to make this affidavit on behalf of my firm, and its owners, directors,
and officers.

2) _____ will not discriminate against an employee or applicant for
(Name of Bidder)
employment because of age, race, creed, color, national origin, ancestry, marital status or
sex.

3) _____ will take affirmative action to insure that all applicants
(Name of Bidder)
are recruited and employed and that employees are treated during employment without
regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such
action shall include, but shall not be limited to the following: employment, upgrading,
demotion, or transfer; recruitment or recruitment advertising, layoff or termination rates of
pay or other forms of compensation, and selection for training including apprenticeship.

4) _____ will in all solicitations or advertisements for employees
(Name of Bidder)
placed by or on behalf of state that all qualified applicants will receive consideration for
employment without regard to age, race, creed, color, national origin, ancestry, marital
status, or sex.

Affiant Signature: _____

Sworn and subscribed before me this _____ day of _____, 2025

Notary

My Commission Expires: _____
SEAL