

**BID SPECIFICATIONS, CONTRACT AND RELATED DOCUMENTS**

**FOR**

**RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING  
COLLECTION, AND OPTIONAL PROCESSING/MARKETING OF  
RECYCLABLE MATERIALS IN EAST FALLOWFIELD TOWNSHIP,  
CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA**

Pre-Bid Conference (optional)	August 1, 2023 at 11:00am	Township Building (2264 Strasburg Road)
Bid Questions must be received by	August 4, 2023	PennBid
Bids Due on PennBid	August 11, 2023 at 11:00am	PennBid
Bids Opened	August 11, 2023 at 11:01am	PennBid

**Scott Swichar, Township Manager**  
**East Fallowfield Township**  
**2264 Strasburg Road**  
**East Fallowfield, PA 19320-4437**  
**July 2023**

Advertise: July 10, July 14

**NOTICE TO BIDDERS: INVITATION TO BID**

Notice is hereby given that sealed proposals shall be submitted electronically via the PennBid Program until August 11 at 11:00am prevailing time where they will be publicly opened and read aloud in the Board of Supervisors Chambers of the East Fallowfield Township Municipal Building located at 2264 Strasburg Road, East Fallowfield, PA 19320. Each bidder shall submit all bid documents identified on Exhibit A, "Forms Required to be Submitted with Proposal" via the PennBid Program. Specifications, bid documents and solicitation details are available online at [www.PennBid.net](http://www.PennBid.net).

It is **recommended** that all bidders attend a pre-bid conference, which will be held on August 1, 2023 at 11:00am in the Board of Supervisors Meeting Hall of the East Fallowfield Township Municipal Building. There will be no decisions made at this meeting.

Any questions received at the pre-bid conference will be answered through the PennBid system. Any questions via the PennBid website must be submitted no later than August 4, 2023 and will be answered through the PennBid system. Any questions that are not made at the pre-bid conference or through the PennBid system will be regarded as informal exchanges and will not become a part of the record. If East Fallowfield Township determines that it is necessary to clarify, amend, or modify the terms of the bid documents, it shall have the right to do so by preparation of an Addendum which shall be posted on the PennBid system.

Each bid must be made on the "Proposal Bid Form" and signed by a person authorized to make the proposal and bid. Each bid must be accompanied by Bid Security, Bidder's Affidavit, Non-Collusion Affidavit, Bidder's Questionnaire, Non-Discrimination Affidavit, Consent of Surety, and Affidavit of Workers' Compensation insurance as set forth in the enclosed "**RESIDENTIAL SOLID WASTE COLLECTION, RECYCLING COLLECTION AND OPTIONAL PROCESSING/MARKETING OF RECYCLABLE MATERIALS.**"

The Bid Security in the form of a bid bond or certified check must be payable to the Township of East Fallowfield in an amount equal to ten percent (10%) of the total value of the highest bid (**inclusive of options years and possible alternates**) to guarantee that in the event the bid is accepted and the contract awarded to the bidder, the contract will be duly executed and a performance bond and insurance will be provided to the Township. Within twenty days from the date of the award of the contract, the successful bidder will be required to submit a Performance Bond in the amount of 100% of the total value of the contract excluding the option years.

East Fallowfield Township reserves the right to reject any or all bids and to waive any immaterial defects or irregularities in the bid proposal. The Township will accept the lowest, responsible bid that, in its sole judgment, is in the best interest of the Township.

Scott M. Swichar  
Township Manager

**Table A: 2019-2022 Summary of Household Waste (tons) for East Fallowfield Township Residential Customers (trash tonnage includes bulky waste)**

Service Year	Trash	Recycling
2019	2,778.51	628.54
2020	3,069.60	670.96
2021	3,072.07	443.39
2022	2,784.59	539.61

**SECTION 1.00: INSTRUCTIONS TO BIDDERS**

**1.01 Scope of Services**

The work to be performed shall consist of the SOLID WASTE COLLECTION, RECYCLING COLLECTION AND OPTIONAL PROCESSING/MARKETING OF RECYCLABLE MATERIALS subject to municipal collection in the Township of East Fallowfield, Chester County. All Tipping Fees for municipal solid waste and bulky items will be paid by the Municipality. If a Bidder submits a bid for this Base Bid (see Proposal Bid Form Exhibit B attached hereto), it shall also submit a bid for the optional 5-year bid proposal (on Proposal Bid Form, Exhibit B) and the two options (Option 1 and 2 attached hereto). Note: Option 3: Curbside Collection on Jane Street is an add-on option for Township consideration in addition to your base bid amount. To the extent that option 3 is not selected by the Township, trash and recycling collection for Jane Street shall be collected by the contractor at the top of Jane Street (intersection of Jane Street and Newlinville Road). Solid waste shall be transported to the Lanchester Landfill for disposal. Prior to the execution of the contract, the Contractor shall furnish the Municipality with a written commitment from the Chester County Solid Waste Authority which will allow the Contractor to dispose of all municipal waste collected from the Municipality for the duration of the contract.

For purposes of bidding in response to this invitation to bid, 2,956 residential housing units are to be provided these services as of January 1, 2024.

**1.02 Background and Current Service Provision**

On January 1, 2019 East Fallowfield Township implemented a new three-year (with the option to renew for two additional one-year terms) trash and recycling program with Advanced Disposal (later acquired

by Waste Management). 2023 is the final optional year with Waste Management (there are no optional years remaining in the current contract with Waste Management). The Township opted for once-weekly trash collection and disposal, every other week recycling collection (single-stream), and once a month bulk item collection, which allowed for two bulk/white goods items to be collected by hauler for each pickup, including collection of white goods (i.e. major appliances) that are certified to have their freon removed prior to collection. *Note: Collection of white goods by the hauler has been removed from the new contract as the Township will collect them beginning in 2024. Collection of Bulk goods shall still be collected by the hauler in the new contract.*

Under the current contract with Waste Management, the following items are not collected by the hauler and are instead collected by the East Fallowfield Township Public Works Department: Christmas trees, yard waste/brush, televisions, computers, and tires.

The current contract with Waste Management also provides that the Township pays all tipping fees for solid waste and bulky items.

The Township is also currently in an intermunicipal agreement with the County of Chester for the Processing/Marketing of Recyclable Materials. The current contract with the County of Chester began on September 25, 2022 for one year with 3 one-year options to extend the agreement. The Township pays all fees imposed by County Processing and Marketing Facility for disposal of said recyclables and receives any revenues generated from the County Processing and Marketing Facility for the sale of said recyclables. All recyclables are delivered to JP Mascaro's Total Recycle facility in Birdsboro, Pennsylvania. The current agreement provides for a 50/50 share of the actual market value of each recyclable commodity in the single stream, according to the bid specification. The values are calculated monthly. There may be a cost per ton, or there may be a rebate per ton.

*Please note: The township anticipates extending the agreement with Chester County for the processing/marketing of recyclable materials. However, as an option the contractor may assume ownership of recyclables and take recyclables to another DEP-approved recycling facility (with the approval of the township) as long as the hauler agrees to match the rebate and/or negative charges of the monthly pricing in the Chester County agreement for Process and Marketing of Recyclables.*

Currently, the Township's collection service (for trash, bulky items, and recyclables) occurs on only one day (Friday) for the entire Township. The current hauler collects recyclables from the western side of the township one week, followed by the eastern side of the township the following week. *Please note: For the base bid, the collection service **may occur on any one day or up to two consecutive days** between Monday and Friday, as long as trash, bulky items, and recyclables are all collected on the same day. The agreed collection schedule shall not be changed without the express written approval of East Fallowfield Township.*

As part of the current contract, Advanced Disposal (Waste Management) distributed 95-gallon trash and 95--gallon recycling carts/toters to all residential customers in East Fallowfield Township. These carts are the property of Waste Management and must be removed at the expiration of the contract. The current service contract with Waste Management limits and restricts the amount of trash for disposal, since trash must be placed inside the trash container as part of the collection process. However, since residents are

encouraged to recycle, the current contract with Waste Management provides each dwelling unit shall be entitled to set an **unlimited** amount of recyclable materials out each collection day. If households are unable to fit all recyclables in their wheeled recycling container, they may place additional recyclable materials in a separate hard container or place oversized cardboard next to their recycling container for collection.

**1.03 Description of Bid Requested**

- A. **Base Bid:** The curbside collection of **once-weekly curbside residential solid waste collection, the option of marketing/processing of recyclable materials, once-monthly bulk waste collection; every other-week recycling** curbside collection and delivery, by equipment and personnel; **Collection of municipal waste and recyclables shall be made for the entire Township on any one day or up to two consecutive days selected by the contractor between Monday-Friday** (subject to the approval of East Fallowfield) as long as trash, bulky items, and recyclables are all collected on the same day. Holidays falling on Monday through Friday during the collection week, will cause collection service to be delayed by one day.

East Fallowfield Township shall pay tipping fees as part of the awarded contract for the disposal of solid waste and bulk trash under this contract. If the township extends the intergovernmental agreement with Chester County for processing/marketing of recyclables, the Township will pay all fees imposed by County Processing and Marketing Facility for disposal of said recyclables and receive any revenues generated from the County Processing and Marketing Facility for the sale of said recyclables. If contractor selects a different recycling/processing facility (see Option 1), the contractor shall agree to match the monthly rebate or monthly negative charges of the monthly fixed per ton pricing in the executed Chester County agreement for Process and Marketing of Recyclables and provide a monthly itemized receipt documenting materials and tons collected to the Township.

Contractor shall supply, assemble, and deliver a 95 -gallon wheeled **solid waste receptacle that is in clean and good condition** to each dwelling unit as part of Base Bid. The 95-gallon **recycling containers** will be delivered and supplied by East Fallowfield Township (funding provided by DEP Act 101 grant). The Township will provide recycling containers to new residents as well. Contractor will provide trash containers to new residents. Contractor is responsible for repair or replacement of 95-gallon trash containers at each dwelling unit. Trash Container repair may include replacing wheels, lids, etc. to make sure that carts function properly. Contractor shall be responsible for the maintenance of the Trash Container except in the case of abuse and/or misuse by a resident and shall replace damaged or broken free of charge. **Note: TOWNSHIP is responsible for repair and/or replacement of 95- gallon recycling carts at each dwelling unit.**

**Option 1: Optional Processing/Marketing of Recyclable Materials:** The Contractor may take the recyclables to a different facility (other than the county-designated recycling facility). If contractor selects their own recycling/processing facility, the contractor shall agree to match the monthly rebate or monthly negative charges of the monthly fixed per ton pricing in the executed Chester County agreement for Process and Marketing of Recyclables and provide a monthly itemized receipt documenting materials and tons collected to the Township

**Option 2: Roll-Off Containers:** Provide and deliver (10), thirty (30) Cubic-yard roll-off containers per year including disposal costs. **Disposal costs are provided by East Fallowfield Township.** The Contractor shall provide containers for Township-sponsored residential clean-up events that shall occur in the spring and/or fall. There would be no more than two cleanup events in a calendar year. Each event would be one day in length. Materials collected consist of household garbage items such as broken furniture or heavy/bulky items that do not fit into the trash carts. Tires, construction debris and household hazardous waste will not be permitted. Contractor shall provide a maximum of ten (10) at any one time at a single location in East Fallowfield Township. The Township will pay for any additional roll-off containers in excess of ten (10), at a pro-rated cost.

**Option 3: Curbside Collection on Jane Street:** Jane Street is a steep road in the Newlinville section of East Fallowfield Township, consisting of approximately 5 homes. Due to the steep grade, the current hauler (Waste Management) has not navigated its larger truck down this road. As a result, these residents have been bringing their trash containers to the top of Jane Street (near the intersection of Newlinville Road). The Township installed a guardrail at the end of June Street in 2022 to increase vehicular safety. As part of this option, the hauler shall provide curbside collection of trash and recyclables curbside to the homes on Jane Street using a smaller (scaled-down) truck to the extent that its larger trucks are not used to do so. *Note: Option 3: Curbside Collection on Jane Street is an add-on option for Township consideration in addition to your base bid amount. To the extent that option 3 is not selected by the Township, trash and recycling collection for Jane Street shall be collected by the contractor at the top of Jane Street (intersection of Jane Street and Newlinville Road).*

1.04 **Examination of the Municipality**

Bidder should inspect all areas included within the scope of services so as to make their own judgment with respect to the number of collection locations and all other circumstances affecting the cost of the services to be provided and the nature of the work to be performed. The figures provided herein are not to be taken as binding and Contractor shall assume patent and latent risks in connection therewith.

1.05 **Specifications**

Bidders are advised to examine carefully the Instructions to Bidder, General Specifications, Detailed Specifications, Exhibits and all other documents contained herein to make their own independent evaluation and judgment with respect to the circumstances affecting the cost of services and the manner of their performance.

1.06 **Conditions of Service**

Insofar as possible, the Contractor in the performance of the scope of services called for in this document must employ such methods or means as will avoid interruption or interference with the operations of the affairs of East Fallowfield Township, and shall take the necessary steps to ensure that during the course of performance there will be no infringement on the rights of the public. The Contractor, in the performance of the services called for in this document, shall employ such methods, which shall not violate any applicable statutes, regulations or ordinances of the Commonwealth of Pennsylvania, any subdivision thereof or the Township of East Fallowfield, presently and hereafter in effect.

1.07 **Service Areas**

The Contractor will be required to collect all solid waste, bulk items, and recyclables; provide all the labor, tools, machinery, plant, and equipment; and perform all the work of collecting and removing municipal waste, and delivery to an approved site for the contract term from each occupied dwelling and/or residence having no more than (4) four dwelling units eligible for collection hereunder in the Township of East Fallowfield, including such dwellings, Township owned facilities and/or residences which may become eligible at any time during the term of the contract hereunder, and all in accordance with all the attached documents. The successful bidder shall also be required to provide sufficient dumpsters and collect and remove all solid waste, bulk items, and recyclable from the following township-owned locations:

- a. **East Fallowfield Township Municipal Building/Public Works Complex, 2264 Strasburg Road.**  
This site currently has a 95 gallon trash and 95 recycling container and an 8-yard roll-off recycling container and 30-yard roll-off trash container.
- b. **East Fallowfield Township Police Department, 475 Doe Run Road**  
This site currently has a 95-gallon trash and 95-gallon recycling cart.

1.08 **Disposition of Bid Security**

As soon as the three lowest responsible bidders have been selected, but in any event no more than sixty days from the date bids are opened, the Bid Security submitted with the bids shall be returned to bidders, except the Bid Security submitted by the three lowest bidders shall not be so returned until the contract is awarded and signed with the bidder approved by the Township.

In case the bidder to whom the contract awarded fails to execute and deliver the contract and the required contract documents within twenty (20) days after said award, the award shall be vacated, and East Fallowfield Township may then award the contract to the next lowest responsible bidder. East Fallowfield Township may, at its option, recover from the first bidder the difference between the price of initially awarded bid and the amount of the contract as shall be subsequently awarded from the Bid Security.

If the next lowest responsible bidder shall fail to execute and deliver the contract within twenty days after said award, the award shall be vacated, and East Fallowfield Township may then award the contract to the third lowest responsible bidder. East Fallowfield Township may, at its option, recover from such bidder

the difference between the price of the second awarded bid and the amount of the contract as shall be subsequently awarded, from the Bid Security.

If the third lowest responsible bidder shall fail to execute and deliver the contract within twenty days after said award, the award shall be vacated. East Fallowfield Township may, at its option, recover from such bidder the difference between the price of the second awarded bid and the amount of the contract as shall be subsequently awarded, from the Bid Security.

Notwithstanding the foregoing, in the event of a successful bidders failure to timely execute the required contract documents, the Township reserves the right to reject any and all bids and/or rebid the contract

1.09 **Award of Contract**

Award of the contract by East Fallowfield Township, if made, will be made on or before sixty (60) days following the opening of bids, to the lowest responsible bidder whose bid complies in all material respects with the requirements as stated herein. **In determining the lowest responsible bidder, the contract may be awarded to the bidder whose aggregate bid price for the selected option is the lowest responsible bid. Basis of award for the Base Bid-3 year bid proposal shall not take into consideration the two optional year offers.**

East Fallowfield Township reserves the right to reject any or all bids and to waive any defects or irregularities in the bid proposal, and to accept the bid that, in its sole judgment, is in the best interest of the Township.

East Fallowfield Township also reserves the right to reject any bid where the bidder fails to furnish any of the documents required to be filed with the bid, or fails to provide any pertinent information required or misstates or conceals any material fact or when East Fallowfield Township determines that a bidder is not responsible all within the sole discretion of East Fallowfield Township. After bids have been opened and studied, East Fallowfield Township reserves the right in its sole discretion to choose that bid which it believes meets the best interest of East Fallowfield Township, provided that such bid complies in all respects with the requirements as set forth herein.

East Fallowfield Township shall determine in its sole discretion whether a bidder is responsible and may require a bidder to submit additional documentary evidence to support the statements made by a bidder or its qualifications. East Fallowfield Township may also require in its sole discretion a bidder to show East Fallowfield Township its equipment, and every bidder in submitting a bid agrees to furnish additional information, which may be required by East Fallowfield Township.

The lowest responsible bidder shall be awarded the contract with said determination to be made in the discretion of the Township based upon the bid that will serve the best interests of the Township. The successful bidder shall be required to execute the contract and furnish the required contract documents, inclusive of a Performance Bond, within twenty (20) days after the notice of award. Upon execution and delivery of the contract and the furnishing of the required contract documents, the Bid Security made by the three lowest bidders shall be returned.



In case the bidder to whom the contract award is made shall fail to execute and deliver the contract and the necessary performance bond or security within twenty days after said award, the award shall be vacated and East Fallowfield Township may then award the contract to the next lowest responsible bidder. The first bidder's deposit of Bid Bond shall be forfeited as liquidated damages, or East Fallowfield Township may, at its option, recover from such bidder the difference between the price of initially awarded bid and the amount of the contract as shall be subsequently awarded, applying said deposit of Bid Bond on account thereof.

If the next lowest responsible bidder shall fail to execute and deliver the contract within twenty days after said award, the award shall be vacated and East Fallowfield Township may then award the contract to the third lowest responsible bidder. The second lowest bidder's deposit or Bid Bond shall be forfeited as liquidated damages, or East Fallowfield Township may, at its option, recover from such bidder the difference between the price of the second awarded bid and the amount of the contract as shall be subsequently awarded, applying said deposit or Bid Bond on account thereof.

If the third lowest responsible bidder shall fail to execute and deliver the contract within twenty days after said award, the award shall be vacated and East Fallowfield Township may pursue any remedy available.

#### 1.10 **Interpretation**

No interpretation of the meaning of the Instructions to Bidders, General Specifications, Detailed Specifications, Exhibits or other documents will be made to any bidder. Supplemental instructions, if any, will be made in the form of written addenda to this document and request for bids, which, if issued, will be sent to all parties on record having received these documents. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under its bid as submitted nor from any obligation to conform to the requirements herein or in any such addenda set forth. Any and all addenda shall be signed by a bidder and a copy of which returned as a part of the bid.

#### 1.11 **Term of Contract**

The base contract awarded hereunder shall be for a three (3) year term, **with the option of the Township or Contractor to extend the contract for up to two more years**, for a total of five (5) consecutive years commencing January 1, 2024. **An optional 5-year bid may also be awarded.**

Should a three-year base contract be awarded, the contract shall include an option for the Township or Contractor, at its discretion, to extend the contract for up to an additional two (2) consecutive years, or any portion thereof.

Township shall provide to the Contractor 90-day notice prior to the completion of the initial term of the base contract or prior to the expiration of an additional term of the contract of its intention not to extend the contract an additional term or terms. If the Township does not provide such notice within 90 days of the

completion of the initial term of the contract or prior to the expiration of an additional term of the contract, then the contract shall extend one additional term.

Contractor shall provide to the Township 180-day notice prior to the completion of the initial term of the base contract or prior to the expiration of an additional term of the contract of its intention not to extend the contract an additional term or terms. If the Contractor does not provide such notice within 180 days of the completion of the initial term of the contract or prior to the expiration of an additional term of the contract, then the contract may shall extend one additional term at the sole discretion of the Township.

At any time prior to the expiration of the initial term of the contract or prior to the expiration of an additional term of the contract, the Township may, at their sole discretion, solicit bids for a new residential solid waste and recycling collection contract that will commence at the end of the base contract or at the end of an option year. Any such solicitation and receipt of bids shall not be a waiver of the Township's right to timely exercise an option year.

1.12 **Competency of Bidders**

Each bidder shall furnish proof that the bidder, and any parent, subsidiary or affiliated entity of the bidder has had at least five years of experience as either the owner or the principal operator of a business or businesses engaged in the collection, recycling, transportation and disposal of solid waste from municipalities serving in the aggregate not less than 900 residential units. East Fallowfield Township shall reject any bid if its investigation fails to indicate that a bidder is qualified to carry out the obligations of the contract and to provide in full the services specified herein in the sole discretion of East Fallowfield Township

Each bidder must complete and sign the Bidder's Questionnaire included herein and made a part of this request for bids. Failure to include the Bidders Questionnaire at the time of the submission of a bid constitutes a material omission that shall cause a rejection of the bid.

The Township reserves the right to verify the suitability of an apparent lowest and responsible bidder by checking both disclosed references and non-disclosed municipal clients of the bidder. The Township reserves the right to reject a bid based upon information provided by references or clients of the bidder

1.13 **No Waiver of Contract**

No violation, breach, or failure of performance by the Contractor shall be deemed to be waived by East Fallowfield Township due to Township's payment to the Contractor. East Fallowfield Township reserves its right to terminate the agreement for good cause pursuant to the terms of the contract or this document in the event of a violation, breach or failure to perform.

1.14 **Contract Administrator**

The successful bidder shall appoint a contract administrator who will meet on a weekly basis or as requested with the Township Manager or designee. Meetings may be held over the phone with the approval of the Township Manager. The purpose of the meeting will be to discuss, review, and rectify complaints from the preceding week. The Township will keep a detailed record of all complaints made by residents and agrees to share these with the Contractor.

1.15 **Payment**

The Contractor shall be paid by East Fallowfield Township on a monthly basis on or before the last day of the succeeding month. The Contractor must prepare and submit an invoice for each month's payment in sufficient time to permit its proper review by the municipality officials.

1.16 **Additional Compensation**

The Contractor shall receive "additional compensation" over and above the bid price for each NEW residential dwelling unit and/or residence built and occupied during the term of this contract. The per dwelling unit compensation shall be pro-rated on a monthly basis for those additional dwelling units to be serviced for that portion of the years or years remaining on the contract. The Township will forward to the Contractor the addresses of all new residential occupancy permits issued which requires the service of this contract, provided that the total number of dwelling units exceeds 2,956.

1.17 **Preparation of Bids**

Each bidder must submit a bid for the Base Bid (see Proposal Bid Form Exhibit B attached hereto), and shall also submit a bid for the optional 5-year bid proposal (on Proposal Bid Form, Exhibit B) and the two options (Option 1 and 2 attached hereto) as required by these bid instructions. **Note: Option 3: Curbside Collection on Jane Street is an add-on option for Township consideration in addition to your base bid amount. To the extent that option 3 is not selected by the Township, trash and recycling collection for Jane Street shall be collected by the contractor at the top of Jane Street (intersection of Jane Street and Newlinville Road).** The failure to conform to these material requirements may result in the classification of the bid as "irregular" and shall result in rejection. Furthermore, the attachment of any conditions, limitations, or ancillary provisions by a bidder to the bid proposal will cause the bid to be classified as irregular and will render the bid subject to rejection at the discretion of the Township.

The paper version of the bid specifications are provided for reference only. Sealed bids shall be submitted electronically via the PennBid Program until 11:00AM prevailing time, August 11, 2023 where they will be publicly opened and read at the East Fallowfield Township Administration Building, 2264 Strasburg Road, East Fallowfield, PA 19320. An optional pre-bid meeting will be held on August 1, 2023 at 11:00AM at the same location for any interested bidders.

Specifications, bid documents and solicitation details are available online at [www.PennBid.net](http://www.PennBid.net).

All documents, Bid Security, Affidavits, and other information accompanying the bids shall be contained in the bid envelope. The bid must be accompanied by Bid Security in the amount of ten percent (10%) of the total amount of the highest total possible bid amount (10% of the total bid amount **inclusive of options years and possible alternates**) made payable to East Fallowfield Township.

East Fallowfield Township reserves the right to reject any or all bids and to waive any immaterial defects or informalities in the bid proposal, and to accept the lowest responsible bid that, in its sole judgment, serves the best interests of the Township.

1.18 **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 or other firm (where appropriate), the title of the officer signing on behalf of such entity must likewise be stated, the seal of the corporation (where appropriate) must be affixed and the officer executing the document on behalf of the firm shall attach thereto a certified copy of official action indicating that officer's authority to make such a bid and submit such a bid on behalf of the firm. In the case of a partnership, the signature of an authorized partner must be below 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 the partnership, which designates him or her as an agent authorized to execute and submit the bid.

1.19 **Bidders Affidavit**

Each bidder shall duly execute and deliver the Bidder's Affidavits with each proposal on the forms attached hereto as Exhibit C.

1.20 **Withdrawal of Proposal**

No bid may be withdrawn, altered or otherwise modified after the proposal submission deadline.

1.21 **Consent of Surety**

A Consent of Surety shall be submitted by which the Surety acknowledges that the bidder, if successful, will be able to provide the Township with a performance bond for 100% of the amount of the contract award, excluding the option years, which shall be calculated in accordance with Section 1.09 award hereof. The Consent of Surety shall be submitted with each proposal on the form provided as Exhibit G.

1.22 **Non-Discrimination Affidavit**

Each bidder shall complete, sign and deliver at the time of the submission of the bid an Non-Discrimination Affidavit on the form included herein as Exhibit F.

1.23 **Affidavit of Non-Collusion**

Each bidder shall complete, sign and deliver at the time of the submission of the bid an Affidavit of Non-Collusion on the form attached as Exhibit D.

1.24 **Affidavit of Workers' Compensation Insurance**

Each bidder shall complete, sign, and deliver at the time of submission of the bid an Affidavit of Workers' Compensation Insurance on the form attached as Exhibit H

1.25 **Bid Security**

Each bid must be accompanied by either a bid bond or a certified check in the amount of 10% of the total bid amount (inclusive of options years and possible alternates), submitted as an unconditional guaranty that in the event the bid is accepted and the service contract awarded to bidder, such bidder will duly execute the same and provide all required contract documents within 20 days from the date of the notice of the award.

1.26 **Bid**

Each bidder shall submit its bid on the Bid Form (Exhibit B) included in and made a part hereof.

**SECTION 2.00: GENERAL SPECIFICATIONS**

Bidders are hereby advised that upon the award of the contract, all items, conditions, provisions and procedures set forth in the Notice to Bidders, Instructions to Bidders, General Specifications, Detailed Specifications, and the Exhibits included with the Specifications and Affidavits pursuant thereto shall be a part of the contract.

2.01 **Definitions**

- A. **Bulk/Bulky Items:** Any items not included in Solid Waste, including but not limited to, carpet (cut and tied bundle measuring no more than 4 feet in length), furniture, exercise equipment, lawn furniture, large toys, mattresses/box springs, storm sashes, screens, and other household waste material from a residential unit, and excluding construction debris, white goods, hazardous waste, and electronic equipment.
- B. **Construction Debris:** Items such as bricks, concrete, building materials, steel debris, or materials used for construction of a building are considered construction debris. These materials are outside the scope of this contract.
- C. **Electronics Devices:** The Contractor is not required to collect electronic devices covered under the Covered Device Recycling Act (Act 108) of 2010.
- D. **Municipality/Township:** East Fallowfield Township, Chester County, Pennsylvania.
- E. **Residential Unit or Household Unit:** A dwelling unit on a lot or in a building without limitation, dwelling units that are part of a mixed-use building that contains no more than four individual dwelling units.
- F. **Single-Stream recycling:** All Recyclable materials are placed together in a single recycling container. Materials includes flattened cardboard, magazines, office paper, brown paper bags, paperboard, newspapers, junk mail, phone books, aluminum cans foil and pie tins, clear and colored glass bottles, and jars, tins or steel cans, and plastic bottles #1-7. The list of recyclable materials may change over the term of the contract without any adjustment in cost to East Fallowfield Township
- G. **Tipping Fee:** A fee charged for the disposal of waste at a waste processing facility. Tipping fees may also be referred to as Disposal Fees.
- H. **White Goods:** All major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, trash compactors, refrigerators, air conditioners, humidifiers, and other items of similar weight, material, size and nature certified to have had any Freon removed prior to collection.. **Contractor is not responsible for collecting white goods.**

2.02 **Schedule and Times**

A Contractor shall collect residential waste and recyclables, as defined herein, throughout the Township on routes and schedules approved by the Township Manager or designee.

2.03 **Routes**

The Contractor shall establish collection routes and provide such routes to municipality at least thirty (30) days prior to the start of the contract. The routes, once established, shall not be changed without prior approval from East Fallowfield Township. The Contractor shall follow essentially the same routes on each collection day so that the householders will be able to judge roughly when the collection will be made.

2.04 **Notification of Schedule and Schedule Modification**

**Collection of municipal waste and recyclables shall be made for the entire Township on any two consecutive days selected by the contractor between Monday-Friday** (subject to the approval of East Fallowfield) as long as trash, bulky items, and recyclables are all collected on the same day. For example, If Resident “A” has their trash scheduled for collection on a Friday, then collection of bulky items, or recyclables shall also fall on a Friday. Holidays falling on a Monday through Friday during the collection week, will cause collection service to be delayed by one day.

**In the event that the contractor chooses a collection day other than Friday (for all residents) and before commencing work under said contract, the Contractor shall give notice to all residents by mailing notification of the day(s) of the week said collection will be made.** Changes in the scheduled days of collection for all or parts of the Township shall only be made with the approval of the Township Manager. Contractor shall give thirty (30) days-notice to all residential customers of any such changes by a mailer at the cost of the Contractor.

In the event the Contractor fails to make a regularly scheduled collection without just cause, the Contractor shall be deemed in default and East Fallowfield Township may make a claim against the Contractor. The Contractor shall supply Surety for damage incurred by the Township according to the terms of the Performance Bond.

2.05 **Holidays**

A schedule of holidays which will need the approval of East Fallowfield Township. Holidays falling on a Monday through Friday during the collection week, will cause collection service to be delayed by one day. Friday customers would receive service on Saturday. Holidays must fall on a Monday through Friday to be observed.

2.06 **Collection Hours**

The Contractor’s collection vehicles may start collecting at 6:00AM and continue to completion of the route, but no later than 6:00PM, Monday through Friday, with the exception of weather emergencies. The Contractor shall make collections scheduled for the day missed due to weather conditions the next day. No collections shall be made on Sunday. Any deviations from these hours must be reported to the Township Manager or designee.

2.07 **Amount of Solid Waste, Recyclable Materials, and Bulk Items to be Collected**

All residents are required to place solid waste in the contractor-supplied cart with closed lids. All solid waste must be in cart with lid closed. Only trash inside the cart will be accepted and residents cannot use their own trash container. No bags on side of cart will be picked up. Trash does not include yard waste, brush or Christmas Trees which falls outside the scope of this contract and shall not be collected by Contractor.

Each dwelling unit shall be entitled to set an **unlimited** amount of recyclable materials each collection day. In the case in which a resident has more recycling waste than the cart can contain, resident may place the material outside of the container or in a separate container marked 'recycling.'

Each household shall be entitled to place no more than two items of bulk waste at the curb or other regular collection location on each bulk waste collection day at no additional cost to the residents or the Township of East Fallowfield. Bulk waste does not include construction debris which falls outside the scope of this contract. Contractor is NOT responsible for collecting White Goods as this is outside the scope of the contract and will be collected by the Township's Public Works Department.

2.08 **Disposal (tipping) Fees**

East Fallowfield Township shall pay tipping fees as part of the awarded contract for the disposal of solid waste and bulk trash under this contract. **Contractor shall not pick up any waste except that which is allowed by this Contract and is generated within the boundaries of the Township. For all scrapable or recovered metal materials, Township shall permit title to pass to the Contractor to encourage diversion of waste from the landfill.** Contractor shall keep any revenues from the sale of scrapable or recovered metals. Contractor shall make sole the determination on what items are scrapable.

2.09 **Single Stream Collection and Final Disposition of Recyclable Materials.**

The Township uses Single Stream Collection. Recyclables will be commingled. Every household in East Fallowfield Township is required by ordinance to separate recyclable materials from municipal waste. The list of recyclable materials includes, flattened cardboard, magazines, office paper, brown paper bags, paperboard, newspapers, junk mail, phone books, aluminum cans foil and pie tins, clear and colored glass bottles, and jars, tins or steel cans, and plastic bottles #1-7. The list of recyclable materials may change over the term of the contract without any adjustment in cost to East Fallowfield Township. **Contractor understands that East Fallowfield Township plans to extend its current intermunicipal agreement with the County of Chester and Central Chester County Recycling Authority for processing and marketing of recyclable materials.** Should the Township sign the agreement with Chester County, the Township will pay all fees imposed by County Processing and Marketing Facility for disposal of said recyclables and receive any revenues generated from the County Processing and Marketing Facility for the sale of said recyclables. If the Township signs an agreement with County of Chester and Central Chester



County Recycling Authority, East Fallowfield Township will provide a location to Contractor where the collected recyclables will be delivered. If the Township enters into an agreement with the County of Chester for processing and marketing of recyclable materials, Contractor will agree to deliver recyclable materials to designated facility and fully comply with the terms of said agreement.

**The Township will also consider proposals where the Contractor assumes ownership of the recyclable materials and is responsible for the processing/marketing of recyclable materials (Option 1). Where the contractor assumes ownership of recyclables, the Contractor will select the DEP-approved recycling processing facility (subject to the approval of the township). If the contractor selects the recycling/processing facility, the contractor shall agree to match the monthly rebate or monthly negative charges of the monthly fixed per ton pricing in the executed Chester County agreement for Process and Marketing of Recyclables and provide an itemized receipt documenting materials and tons collected to the Township.**

Contractor shall not pick up any recyclable materials except that which is allowed by this Contract and is generated within the boundaries of the Township.

2.10 **Wheeled Receptacles for Trash and Recyclable Materials**

On May 20, 2022, the Township ordered 3,000, 95-gallon recycling containers from Otto Environmental Systems. The recycling carts have a 10 year-warranty. As part of the contract, the Township shall be responsible for supplying, assembling, and delivering the 95- gallon wheeled recycling containers to each dwelling unit prior to the first collection date in 2024. These recycling containers will remain the property of East Fallowfield Township forever. The Township is responsible for maintenance and/or replacement of recycling containers, and shall supply new recycling containers to new dwelling units.

As part of the contract, **Contractor** shall purchase, supply, assemble, and deliver a 95 -gallon wheeled solid waste receptacle (in presentable and working condition) to each dwelling unit, These containers shall be delivered prior to the contractor's first collection date in January 2024. These wheeled receptacles shall conform to the ANSI2245.30 and ANSI2245.60 standards for conformity and safety. Roll-out containers shall be compatible with standard American automated or semi-automated bar-locking lifters.

**Contractor is responsible for repair or replacement of 95-gallon trash containers at each dwelling unit.** Cart repair may include replacing wheels, lids, etc. to make sure that carts function properly. The Contractor shall supply, assemble and deliver, during the term of the contract, a new wheeled trash receptacle to all new dwelling units and all resale dwelling units within seven (7) days upon notification by the municipality. Replacement wheeled receptacles and/or the repair and maintenance of wheeled receptacles, shall be provided by the Contractor to the householder at no cost to the householder or municipality during the term of the contract.

2.11 **Special Services**

A. **Resident Education**

The Contractor, at Contractor's sole cost and expense, shall prepare and distribute to each residential unit served under this contract, an informational brochure, postcard, or flyer that contains the Township approved-requirements for the solid waste collection and Recycling Services. NOTE: An electronic version of the informational flyer may be placed in the Township's print newsletter with the prior approval of the Township Manager. The information brochures shall include: Contractor's local phone number, collection schedule (day and estimated time), holidays, routes, preparation of solid waste materials and recycling materials appropriate for collection, and procedures for making complaints. The Contractor shall provide the Township an additional 100 copies of the brochure each year. The Contractor shall supply a sample of the informational brochure, postcard, or flyer to the Township Manager's office or designee, for approval, and then distributed during the month of January (or agreed upon date) each year.

B. **Record Keeping**

Solid Waste and Recycling Tonnages: The Contractor shall submit a monthly record of the total tonnage of Solid Waste and Recyclables collected for the preceding month.

C. **Violation Notice**

The Contractor shall design a violation notice form to be used to advise owners of dwelling units of non-compliance with local regulation (re: preparation of refuse, weight, bulky item, hazardous material, etc.). Said notice shall be delivered by the Contractor directly to the householder on the date of the alleged non-compliance. The design and content of the form must be approved by East Fallowfield Township. The Contractor will notify the Municipality of any violations in preparation of recyclables, bulk trash or solid waste.

2.12 **Liability and Damages**

The Contractor agrees to indemnify, defend and hold harmless East Fallowfield Township, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of Contractor and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors, in the performance of the Services required by this Agreement subject to this bid, or the breach of this Agreement by Contractor.

2.13 **Workers' Compensation Insurance**

Contractor, during the term of this contract, shall carry Workers' Compensation insurance (pursuant to Pennsylvania Act #44), insuring and covering any and all persons employed by him in the performance of this contract and, before starting work on the contract, shall file a certificate from the insurance company

certifying the issuance of such company's insurance policy and the payment of the premium thereof with the Municipality.

2.14 **Performance Bond**

The successful bidder shall furnish East Fallowfield Township a bond for the faithful performance of the contract in an amount equal to the total contract price of the full term of the contract (excluding the option years), within twenty (20) days after the award of the contract. Said bond may be drawn down each year by the amount of the contract fulfilled. In the event that the Township exercises an option year, a performance bond in an amount equal to 100% of the value of the option year shall be submitted by Contractor within thirty (30) days of the Township's notice of same, but in no event less than sixty (60) days prior to the start of the option year.

Agents of 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 East Fallowfield Township.

2.15 **Liability Insurance**

The Contractor shall maintain insurance issued by an insurance carrier acceptable to East Fallowfield Township to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in this section.

A. **Coverage**

Contractor shall maintain during the term of this contract, at its sole expense, the following minimum liability insurance coverage:

1. General Public Liability Insurance (non-automotive) for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence with the aggregate limit of \$1,000,000.00.
2. Automotive Liability Insurance for bodily injury and property damage in the amount of \$2,000,000.00 combined single limit.
3. Umbrella Excess Liability coverage in the amount of \$3,000,000.00.

4. A Workman's Compensation and Employee's Liability Insurance Policy -Contractor shall also carry insurance that will protect it from all claims under any Workmen's Compensation law in effect that may be applicable to them.

East Fallowfield Township shall be designated as an additional insured on all required insurance policies.

All of the insurance policies herein mentioned, including the Workmen's Compensation policy, shall be written with companies acceptable to East Fallowfield Township and authorized to do business in the Commonwealth of Pennsylvania, and shall be obtained and properly endorsed before any operations of the Contractor are commenced within East Fallowfield Township. All of these said policies shall remain in full force and effect until expiration of the term of the service contract or the completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. Contractor shall likewise deposit with East Fallowfield Township original policies of insurance herein mentioned, or certified copies thereof in addition to a Certificate of Insurance as shown in the forms enclosed with this specification.

Each and every policy of insurance herein required pursuant to the terms of the service contract, including the Workmen's Compensation policy, shall carry with it an endorsement to the effect that the insurance carrier will convey to East Fallowfield Township by certified mail written notification of cancellation or non-renewal of any such policy or policies or the terms thereof, and said written notice shall be dispatched to East Fallowfield Township Manager at least thirty (30) days prior to the effective date of any such cancellation.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect East Fallowfield Township from any and all claims, whatsoever their nature, regardless of whether the same are directed toward the recovery of damages for either personal injuries or property damage or any other element of damage which may be incident to and include all direct or indirect employees of the Contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the services to be rendered by the Contractor pursuant to the terms of the service contract.

The failure to provide adequate insurance coverage to the Township as an additional insured, or to defend, indemnify and hold harmless the Township as required by these bid documents shall constitute a material default of the contract between contractor and township, in which case the Township shall be entitled to demand performance in accordance with the Performance Bond. The Township further reserves the right to all other remedies available at law or equity.

2.16 **Governmental Immunity**

Nothing herein shall waive the government immunity of the Township as set forth in 42 Pa.C.S.A. § 8451, et seq.

2.17 **Penalties and Termination of Contract Due to Non-Performance**

The Contractor shall be assessed penalties for the following:

A. **Missed Collections**

For each missed collection Contractor does not complete, the Township may impose a penalty of \$25.00 for each dwelling unit, per day. The Township may deduct said penalties from the invoicing for completed trash collection. If a missed collection is not resolved within three (3) days to the satisfaction of the Township, the Township may collect or (cause to be collected) the refuse and change (or deduct, as aforesaid) all costs, fees and expenses incurred by the Township in connection with collection.

B. **Loads Rejected by the Designated Processing Facility**

The Contractor is responsible for collection of only properly prepared recyclables and to maintain each load of recyclables in an uncontaminated condition. If any load of recyclables 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 passed through to the Contractor. The Contractor may be assessed penalties for the following:

1. Failure to clean spilled refuse or recyclable materials - \$25.00/occurrence.
2. Failure to immediately pick-up, remove, and/or clean leaking and/or spilling solid waste and/or minor vehicle fluids - \$25.00/occurrence.
3. Post collection, depositing Toters in such a manner as to block mailboxes and/or driveways - \$25.00/occurrence.
4. Failure to remedy complaint which is found to be justified by the Township within twenty-four (24) hours after notification, Monday through Friday - \$25.00/occurrence.
5. Pick-up and disposal of solid waste, bulk waste, and/or recyclable materials outside of the Township (on East Fallowfield Township collection days) if East Fallowfield Township elects to pay disposal fees under the contract- \$2,000.00/occurrence.
6. Starting route collections before 6:00 AM without approval of East Fallowfield Township is Five Hundred Dollars (\$500) per day for each occurrence.
7. Collection after 6:00 PM without approval of East Fallowfield Township is three hundred dollars (\$300) for each occurrence.

2.18 **Correction of Breaches of Non-Performance**

In the event that the Contractor fails or refuses to perform any duty identified in the bid or contract documents, it shall be breach of the contract. Should the contractor fail to remedy the breach within seven days of notice of the breach, the contractor shall be declared in default of the agreement.

Upon a declaration of default, East Fallowfield Township may notify the Contractor's surety on its performance bond of the Contractor's default of its obligations hereunder, and require the surety, within seven (7) days of the notice, to: (a) undertake the completion of the contract, (b) provide financial assistance to East Fallowfield Township to remedy the default, and/or (c) pay the full amount of the penal sum of the Performance Bond in complete discharge and exoneration of said Performance Bond. Such options of any of East Fallowfield Township are cumulative to any and all other legal and/or equitable rights of East Fallowfield Township and may avail itself of any and all available legal and/or equitable remedies available to it against the Contractor and/or its surety for the immediate and specific performance of the contract and the payment of all damages sustained by reason of said breach, not to exceed the penal sum of the bond.

In the event of a labor stoppage; labor strike; lockout; destruction of, or damage to, or interruption, suspension or interference with the operation of, the Contractor's equipment caused by Acts of God, fires, explosions or other events beyond the reasonable control of the Contractor; restraints of government, lawful orders of court, administrative agencies or governmental officers; suspension, termination or interruption of governmental licenses or permits; and/or changes in laws, regulations or ordinances or emergency, then the Contractor shall be excused from the performance of the contract, however, under any such circumstance, it is acknowledged that East Fallowfield Township's cost of performing the work specified in the contract to be done during any such period shall be charged to the Contractor and paid to East Fallowfield Township as in the case of a default by the Contractor.

2.19 **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 winds, rain, snow, sleet, hail or other forces, other disasters or phenomena of nature or Acts of God which result in blocking or closing streets or which result in the reproduction of substantial quantities of debris littering the streets and roads of the East Fallowfield Township or any private roads and driveways necessary to be used during the collection. Except for time periods during states of emergency declared by the Governor of Pennsylvania or as otherwise agreed by the Township, staffing issues associated with the threat, diagnosis or transmissibility of any illness or virus (including Covid-19) shall not be considered an Act of God hereunder.

2.20 **Manner of Collection**

The Contractor shall instruct the collection crews to make each collection with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible to avoid damage. Collection crews shall replace the container on the curb in an upright position after emptying. The Contractor is prohibited from blocking intersections with any vehicle equipment.

2.21 **Supervision by the Contractor**

The Contractor shall designate one or more responsible supervisor(s) who shall be available while collections are being made. Said supervisor(s) shall monitor the collections being made and to receive any

complaints from the Township Manager or designee, answer any inquiries, and resolve any disputes with respect to the services supplied pursuant to this contract. Residents' complaints will be received by Township Manager or designee and communicated directly with supervisor. Further, the Contractor shall have available an employee who may be contacted at a local telephone number during the hours of collection, Monday through Friday, to respond to any inquiry or complaint from Township Manager or designee in connection with the services and duties being provided hereunder. During non-collection hours, the Contractor shall maintain a voice message answering system at this same local telephone number for Township Manager or designee to record any inquiries and/or complaints and Contractor shall return phone call within 24 hours.

## 2.22 **Vehicles, Equipment and Personnel**

If Contractor chooses to use automated or semi-automated vehicles for the collection and transportation of residential solid waste and recyclable materials, they must be compatible with the specifications for the trash carts. Any lifters must be maintained so as to not cause damage to collection cart.

All vehicles for the collection and transportation of residential solid waste, recyclable materials, and bulk waste shall be registered with, and conform to the requirements of Federal and Pennsylvania DOT regulations, the regulations of the Pennsylvania Department of Environmental Protection and the American National Standards Institute ANSI Z245.1 Standard for mobile Wastes and Recyclable Materials Collection, Transportation and Compaction Equipment Safety Requirements or its latest revision.

All solid waste transportation trucks shall be compaction types, completely enclosed and watertight. Subject to the prior approval of East Fallowfield Township, the Contractor may employ equipment other than compaction type vehicles on streets whose width or height of obstructions precludes the use of such vehicles.

All recycling collection vehicles shall be completely enclosed and shall be designed so as to prevent spillage of recyclables.

All vehicles shall be equipped with two-way radios or cell phones and be able to communicate with the Contractor's garage and supervisor.

All vehicles shall be maintained in good working order and shall be constructed, used, and maintained so as to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be of a uniform color and shall be in good repair. East Fallowfield Township shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of this contract.

East Fallowfield Township may order any of the Contractor's vehicles used in the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to East Fallowfield Township.

2.23 **Numbers and Types of Vehicles**

Each bidder shall submit with his proposal a list of all vehicles and major items of equipment to be used or being used for collection and transportation of residential solid waste, recyclable materials, and bulk waste including the year, make, and body size (Bidder's Questionnaire, Exhibit E). The list shall be updated whenever any changes occur in the vehicles and equipment being used.

2.24 **Cleanup**

All vehicles shall be equipped with a broom, shovel and floor dry to soak up spills to clean up refuse that may be spilled or otherwise scattered during the process of collection, transportation or disposal.

2.25 **Storage of Vehicles and Equipment**

The Contractor shall store and park all vehicles and equipment at convenient and lawful locations at its expense. Contractor vehicles and equipment shall not be parked or stored on streets or roads of East Fallowfield Township except during hours of collection or in the event of an emergency. In the latter case, East Fallowfield Township shall be promptly notified, and the vehicle or equipment must be moved to a proper location as soon as possible after the emergency has ended.

2.26 **Conduct of Employees**

East Fallowfield Township Manager or authorized designee may request a suspension or discharge of any employee from working in East Fallowfield Township for any one or more of the following offenses during working hours, and the Contractor shall comply with the request as soon as possible:

- A. Intoxication;
- B. Use of controlled substances (i.e., illicit drugs);
- C. Use of loud, profane, vulgar or obscene language;
- D. Any and all solicitation (gratuities, tips, beverages, etc.)
- E. Refusal to collect or handle refuse as herein required and defined if properly stored and placed for collection;
- F. Wanton or malicious damage or destruction of property, including waste containers or receptacles;
- G. Wanton or malicious scattering or spilling of wastes to be collected under this contract;
- H. Any act which may constitute a public nuisance in the performance of this contract.





**EXHIBIT A**  
**Forms Required to be Submitted with Proposal**

- \_\_\_\_\_ Proposal Bid Forms (Exhibit B)
- \_\_\_\_\_ Base Bid
- \_\_\_\_\_ Optional Processing of Recycling (Option 1)
- \_\_\_\_\_ Roll-Off Containers (Option 2)
- \_\_\_\_\_ Bidder's Affidavit (Exhibit C)
- \_\_\_\_\_ Non-Collusion Affidavit (Exhibit D)
- \_\_\_\_\_ Bidder's Questionnaire (Exhibit E)
- \_\_\_\_\_ Non-Discrimination Affidavit (Exhibit F)
- \_\_\_\_\_ Consent of Surety (Exhibit G)
- \_\_\_\_\_ Affidavit of Worker's Compensation Insurance (Exhibit H)
- \_\_\_\_\_ Bid Security (Bid Bond or Certified Check payable to the Township of East Fallowfield) in an amount equal to ten percent (10%) of the total value of the highest bid (inclusive of option years and possible alternates)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PROPOSAL BID FORM (EXHIBIT B)

**NOTE: BIDDERS ARE REQUIRED TO BID ON BASE BID AND ALL OPTIONS!!**

### BASE BID

<b>Trash</b>	1 X per Week	<i>Collection. Township pays tipping fees</i>
<b>Recycling</b>	Every Other Week	<i>Collection. See section 2.09 regarding marketing/processing of materials</i>
<b>Bulk</b>	1 X per Month	<i>Collection. Township pays tipping fees</i>
<b>Collection Day</b>	Contractor chooses any one Day or up to two consecutive days between M-F	

<b>3-YEAR BID PROPOSAL (with two additional option years)</b>						
Weekly Trash / Bi-Weekly Recycling						
<b>BASE BID</b>						
Township Pays Tipping Fees for Trash and Bulk items						
X	X	x	Required	2024	\$	
X	X	x	Required	2025	\$	
X	X	x	Required	2026	\$	
X	X	x	3 Years (TOTAL)		\$	
X	X	x	Optional	2027	\$	
X	X	x	Optional	2028	\$	

<b>5-YEAR BID PROPOSAL</b>						
Weekly Trash / Bi-Weekly Recycling						
<b>OPTIONAL BID</b>						
Township Pays Tipping Fees for Trash and Bulk items						
X	x	x		2024	\$	
X	x	x		2025	\$	
X	x	x		2026	\$	
X	x	x		2027	\$	
X	x	x		2028	\$	
X	x	x				
X	x	x	5 Years (TOTAL)		\$	

# OPTION 1

## PROCESSING/MARKETING OF RECYCLABLE MATERIALS

- If contractor selects a different recycling/processing facility, the contractor shall agree to match the monthly rebate or monthly negative charges of the monthly fixed per ton pricing in the executed Chester County agreement for Process and Marketing of Recyclables and provide a monthly itemized receipt documenting materials and tons collected to the Township

○

1. \_\_\_\_\_(Check Here if you plan on taking the recyclables to a different facility (other than the county-designated recycling facility).
  
2. If you plan on taking the recyclables to a different facility (other than the county-designated facility), **enter the name AND address** of the processing facility to be utilized for processing of recyclables materials below:

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## Option 2

### ROLL-OFF CONTAINERS

- **Provide 10 – Thirty (30) Cubic Yard Roll-Off containers for Township-sponsored clean up days (Township pays all disposal/tipping fee costs)**

(Excludes collection of tires, construction debris, covered electronic devices, and hazardous household waste. The Township will pay for any additional roll-off containers in excess of ten (10), at a pro-rated cost.

3-YEAR BID PROPOSAL		
ROLL-OFF CONTAINERS - A		
Township Pays Tipping Fees		
Required	2024	\$
Required	2025	\$
Required	2026	\$
3 Years (TOTAL)		\$
Optional	2027	\$
Optional	2028	\$

5-YEAR BID PROPOSAL	
ROLL-OFF CONTAINERS - B	
Township Pays Tipping Fees	
2024	\$
2025	\$
2026	\$
2027	\$
2028	\$
5 Year TOTAL	\$

# Option 3

## Curbside Collection on Jane Street

- Provide Curbside Collection to residents on Jane Street
- Pricing herein shall reflect only the pricing for curbside collection for the parcels on Jane Street and shall be in addition to the proposal costs set forth in the Base Bid

3-YEAR BID PROPOSAL		
Jane Street Curbside Collection - A		
Required	2024	\$
Required	2025	\$
Required	2026	\$
3 year (Total)		\$
Optional	2027	\$
Optional	2028	\$

5-YEAR BID PROPOSAL	
Jane Street Curbside Collection - B	
2024	\$
2025	\$
2026	\$
2027	\$
2028	\$
5 year (Total)	\$

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

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

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

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

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

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

**EXHIBIT C**  
**BIDDERS AFFIDAVIT**

I, \_\_\_\_\_ being duly sworn, depose that I reside at  
\_\_\_\_\_, \_\_\_\_\_, and that I am the  
\_\_\_\_\_ of \_\_\_\_\_.  
(Title) (Name of Bidder)

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all the declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal for bids are true and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
(Affiant)

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

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

(Seal)

**EXHIBIT D**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

I, \_\_\_\_\_, being duly sworn, depose and say that I am  
(Affiant)

\_\_\_\_\_  
(sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_  
(Bidder's name)

the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any person, to fix the bid price of affiant or other bidder, or to fix overhead, profit or cost element of said bid price, or of that any other bidder, or to secure any advantage against East Fallowfield Township or any person interested in the proposed contract; and that all statements contained in such bid are true; and further that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association of to any member or agent thereof.

\_\_\_\_\_  
(Affiant)

Sworn and subscribed to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

(Seal)



## EXHIBIT E

### BIDDER'S QUESTIONNAIRE

Each bidder shall provide the following information as an integral part of his or its bid; and failure to answer all questions will render such bid as irregular and non-responsive.

1. How many years' experience in the collection of municipal solid waste has your organization (bidder and/or bidder's parent subsidiary or affiliated corporations) had?

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2. List the municipalities you or your organization are now providing collection services for, the number of units serviced in each municipality and the names of the responsible municipal official in each to whom you report:

Municipality	Number of Units Serviced	Report to
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3. Indicate the local telephone number for your office which will be available to receive service calls from both the residents of the Township and Township officials.

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4. What equipment do you intend to obtain and use for the performance of the service contract? (Attach separate sheet with year, make and body size.)

---

5. Have you or your organization, or any partners or officers thereof, failed to complete a municipal collection contract or defaulted under any such contract? Is so, where? Explain.

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6. Is your company affiliated with any other companies directly and/or indirectly? (yes \_\_\_\_\_ no \_\_\_\_\_) if so, give details.

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7. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a municipal collection contract withdraw your bid, his or its bid or contract? If so, for what reason?

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8. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a municipal collection contract, attempt to sell such bid? If so, for what reason?

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9. Have you or your organization, or any partners or officers thereof been a party to any law suits or legal actions, whether for a civil or criminal nature, arising out of or involving contracts or the performance thereof? If so, give details and disposition of the matter.

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10. Are there any unsatisfied judgments recorded against you, your organization or any partners or officers thereof? If so, give details, including the name and address of each judgment creditor; and the amount of each judgment.

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11. Identify by name and address the Processing Facility to which all Separated Recyclable Materials collected within East Fallowfield Township will be delivered:

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Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

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

## EXHIBIT F

### NON-DISCRIMINATION AFFIDAVIT

I, \_\_\_\_\_, being duly sworn, depose and say that I reside  
(Name of Affiant)  
at \_\_\_\_\_, and that I am the \_\_\_\_\_ of  
(Title)  
\_\_\_\_\_. In such capacity and for and on behalf of  
(Company)  
\_\_\_\_\_ it is hereby affirmed and agreed as follows:

1. \_\_\_\_\_ 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.
2. \_\_\_\_\_ will take affirmative action to ensure that all applicants are  
(Name of Bidder)  
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.
3. \_\_\_\_\_ will in all solicitations or advertisements for employees placed by  
(Name of Bidder)  
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)

\_\_\_\_\_  
(Name of Company)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

My commission expires \_\_\_\_\_  
(Notary Public in and for County)

**EXHIBIT G**  
**CONSENT OF SURETY COMPANY**

IN ACCORDANCE with the provisions of the bid dated \_\_\_\_\_

Between East Fallowfield Township (Owner)

and \_\_\_\_\_

(Contractor)

the \_\_\_\_\_

(Surety)

of

\_\_\_\_\_

(Contractor)

acknowledges that Contractor, if awarded the Bid will provide to Owner a Performance Bond in the amount of 100% of the amount of the contract award, excluding the option years.

IN WITNESS WHEREOF, said SURETY has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_

SURETY:

BY: \_\_\_\_\_

Name

Title

**EXHIBIT H**

**AFFIDAVIT RE**

**ACCEPTING PROVISIONS OF THE WORKERS' COMPENSATION ACT**

STATE OF \_\_\_\_\_ )  
 )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )  
 )

being duly sworn according to law deposes and says that he has/they have/it has accepted the provisions of the Workers' Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and has/have insured his/their/its liability there under in accordance with the terms of said Act with \_\_\_\_\_ (Surety Company).

\_\_\_\_\_  
(Type or Print) (Contractor)

By \_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this

A.D. 2023 \_\_\_\_\_

My Commission Expires \_\_\_\_\_  
(Date)

**EXHIBIT I**  
**AGREEMENT**

This Agreement is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 by and between East Fallowfield Township (hereinafter called TOWNSHIP) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

TOWNSHIP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. Work**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, as defined herein. The scope of the Work, as defined in the Bid Specifications, may be modified under the contract to be limited to only part of the bid items and is generally described as follows:

The work entails collecting, hauling, delivering, and \_\_\_\_\_ all municipal solid waste as specified in the Bid Specifications and Contract Documents, and supplying all of the labor, tools, machinery, plant and equipment, and to perform all of the work of collecting, removing and hauling of recyclable materials as required by these specifications (the “Work”).

**Article 2. Term**

CONTRACTOR’s duties under this Agreement shall commence on January 1, 2024, and run continuously for a period of \_\_\_\_ calendar years, until December 31, 20\_\_.

TOWNSHIP or CONTRACTOR may annually extend the terms of this Agreement for the 2027 and 2028 calendar years. Township shall provide to the Contractor 90-day notice prior to the completion of the initial term of the base contract or prior to the expiration of an additional term of the contract of its intention not to extend the contract an additional term or terms. If the Township does not provide such notice within 90 days of the completion of the initial term of the contract or prior to the expiration of an additional term of the contract, then the contract shall extend one additional term.

Contractor shall provide to the Township 180-day notice prior to the completion of the initial term of the base contract or prior to the expiration of an additional term of the contract of its intention not to extend the contract an additional term or terms. If the Contractor does not provide such notice within 180 days of the completion of the initial term of the contract or prior to the expiration of an additional term of the contract, then the contract may shall extend one additional term at the sole discretion of the Township.

**Article 3. Contract Price**

3.1 Contract Price

TOWNSHIP shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, as provided in the Bid Form, which is incorporated herein by reference.

3.2 Liquidated Damages

TOWNSHIP and CONTRACTOR recognize that the orderly and proper collection of garbage, trash, recyclable materials and leaf waste is a matter of serious and vital concern to the TOWNSHIP because of the effect which it has upon the health and welfare to TOWNSHIP residents.

Should CONTRACTOR violate any provision of this Agreement, or any other part of the Bid Specifications or Contract Documents, both of which are incorporated herein by reference, the TOWNSHIP will suffer financial loss. The parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by TOWNSHIP if the Work is not completed on time and in an appropriate manner. Accordingly, instead of requiring any such proof, TOWNSHIP and CONTRACTOR agree to the liquidated damages set forth in Section \_\_\_ of the Performance Requirements, as well as those damage amounts set forth in the Technical Requirements Section of the Bid Specifications.

**Article 4. Payment Procedures**

TOWNSHIP will make installment payments as set forth Section 1.15 of the Performance Requirements set forth in the Bid Specifications.

**Article 5. CONTRACTOR's Representations**

In order to induce TOWNSHIP to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Bid Specifications and Contract Documents (including the Addenda listed in the Bid Form and the other related data identified in the Bidding Specifications.
- 5.2 CONTRACTOR has visited the TOWNSHIP and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 CONTRACTOR is aware of the general nature of work to be performed for the TOWNSHIP as indicated in the Bidding Specifications and Contract Documents.

- 5.5 CONTRACTOR has given TOWNSHIP written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Bidding Specifications or Contract Documents and the written resolution thereof contained in the written addenda by TOWNSHIP and is acceptable to CONTRACTOR, and the Bidding Specifications and Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 5.6 CONTRACTOR acknowledges that it has not relied on any representations, oral or written, not enumerated herein, in executing this Contract.

**Article 6. Contract Documents**

The Contract Documents which comprise the entire agreement between TOWNSHIP and CONTRACTOR concerning the Work consist of the following:

- 6.1 This Agreement.
- 6.2 Notice of Award.
- 6.3 Technical Requirements of the Bid Documents
- 6.4 Performance Requirements of the Bid Documents
- 6.5 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 6.6 Bid Form and Affidavits, marked as Exhibits B-H
- 6.7 Performance Bond Performance Bond in the amount of 100% of the total value of the contract **(excluding the option years)**
- 6.8 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto: \_\_\_\_\_  
(All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents).

The Bid Specifications, in their entirety, shall be considered to be incorporated herein by reference, and all provisions therein relating to the supply of trash and recycling services within the Township shall be considered terms of this Agreement. There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written addendum executed by both parties.

**Article 7. Miscellaneous**

- 7.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written approval of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect



of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 7.2 TOWNSHIP and CONTRACTOR each binds itself, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 7.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TOWNSHIP and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 7.4 CONTRACTOR shall obtain and keep in full force and effect during the term of this Agreement comprehensive liability insurance for the benefit of TOWNSHIP in accordance with Section 2.15 (Liability Insurance) of the Performance Requirements. Such insurance shall name the TOWNSHIP as additional insured. Insurance shall be written with companies reasonably satisfactory to Township.
- 7.5 CONTRACTOR shall indemnify, defend, and save harmless the TOWNSHIP, its officials and employees from and against any liability, injury, loss, accident, or damage to person(s) or property arising out of or relating to its performance of its duties under this Agreement, from any cause whatsoever, as well as any claims, actions, costs and expenses including, but not limited to, reasonable counsel fees in connection therewith, excepting any claims or actions due to or arising from the willful misconduct of the TOWNSHIP or its agents or employees or from the sole gross negligent acts of the TOWNSHIP, its officials and employees. CONTRACTOR shall ensure that all employees of the CONTRACTOR and its agents working on its behalf are covered by Workers' Compensation Insurance and shall furnish the TOWNSHIP with certificates thereof. CONTRACTOR, as a material part of the consideration to be rendered to TOWNSHIP, hereby waives all claims and agrees not to assert, at law or in equity or otherwise, any claims or actions against TOWNSHIP for damages to its property or for injury to CONTRACTOR, its agents, employees or third persons, excepting any claims or actions due to or arising from the willful misconduct of the TOWNSHIP or its agents or employees or from the sole acts of the TOWNSHIP, its officials and employees.
- 7.6 Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party as indicated at the bottom of this Agreement, or to such other address as the party may give by notice complying with the terms of this section. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the United States mails.

- 7.7 This Agreement, together with the Contract Documents incorporated herein by reference, and exhibits attached hereto, and made part hereof, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.
  
- 7.8 This Agreement shall be governed by, and construed and enforced in accordance, with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws principles. All claims arising from this Agreement shall be the exclusive jurisdiction of the Court of Common Pleas of Chester County or the United States District Court for the Eastern District of Pennsylvania.

IN WITNESS WHEREOF, and in consideration of the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, the parties hereto have caused these presents to be executed, under seal, the day and year first above written.

**EAST FALLOWFIELD TOWNSHIP:**

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

(Seal)

Attest: \_\_\_\_\_

Address for giving notices:

East Fallowfield Township  
 2264 Strasburg Road  
 East Fallowfield, PA 19320

**CONTRACTOR:** \_\_\_\_\_

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

(Seal)

Attest: \_\_\_\_\_

Address for giving notices:

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Agent for serving process:

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