

**DOCUMENT A
BID BOND**

There is enclosed herewith a bid bond or certified check, drawn to the order of the Borough of Elverson, in the amount of ten percent (10%) of the total bid price 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 Borough. In the event the bidder is awarded the bid and fails to execute the contract and/or provide a performance bond and insurance as required, bidder agrees that the Borough of Elverson shall retain/collect the 10% of the total bid under the bid bond as liquidated damages. Bidder agrees to sign all papers necessary to accomplish Elverson Borough's receipt of the bid bond monies as indicated above; and duly executed consent of surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania agreeing to furnish the Borough of Elverson the required performance and completion bond upon award of the contract. It is understood that the bid bond and/or certified check is submitted and shall be subject to the terms and conditions stipulated herein.

The undersigned bidder, submitting this proposal, certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham, directly or indirectly, with any person or bidder, to submit a sham bid, or that such other person shall refrain from bidding; and has not in any manner, either directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder; or to secure any advantage over the Borough of Elverson or any person interested in the proposed contract herein or divulged information, or data relative thereto to any association or to any member agent thereof; and that no Borough official or employee of said Borough is interested, whether directly or indirectly, in the bid or any portion of the bid, nor in the contract or any part of the contract which may be awarded to the undersigned on the basis of such bid.

Dated this _____ day of _____, 2021

BY: _____

TITLE: _____

ADDRESS: _____

(Seal)*

* NOTE: If the bidder is a corporation, a corporate seal must be affixed and attached thereto; and there shall be a certified copy of a resolution of the Corporate Board of Directors indicating that the officer signing the above proposal and bid has the authority to make said proposal and bid and submit it for the Corporation.

**DOCUMENT B
BIDDER'S AFFIDAVIT**

I, _____, being duly sworn, deposes that
he/she resides at

and that he/she is the of _____ (Title) of

_____ (Name of Bidder).

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

(Affiant)

(Name of Company)

Sworn and subscribed to before me this day of _____, 2021.

My commission expires _____
(Notary Public in and for County)

SEAL

DOCUMENT C

NON-COLLUSION AFFIDAVIT

COMMONWEALTH of PENNSYLVANIA

SS:

COUNTY OF _____

I, _____ (Affiant) being duly sworn, deposes and says that I am
_____ (Sole owner, a partner, president, secretary, etc.) of
_____ (Bidder's Name) of the party making the foregoing bid;
that such bid is genuine and not collusive or a sham; that said bidder has not colluded,
conspired, connived, or agreed directly or indirectly with any bidder or person, to put in
a sham bid, or that such other person shall refrain from bidding, and has not in any
manner, directly or indirectly, sought by agreement of collusion or communication or
conference with any person, to fix the bid price of affiant or any other bidder, or to fix
overhead, profit or cost element of said bid price, or of that of any other bidder, or to
secure any advantage against the participating municipality (Elverson Borough) 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 or to any member or agent thereof.

(Affiant)

(Name of Company)

Sworn and subscribed to before me this _____ day of _____, 2021.
My commission expires _____

(Notary Public in and for County)
SEAL

**DOCUMENT D
BIDDERS QUESTIONNAIRE**

Company name:

Company location:

Company Telephone number:

Company Email:

Chief executive Officer of Company:

Attach list of references. Include name, address and telephone number.

DOCUMENT E
(Company)
AFFIRMATIVE ACTION AFFIDAVIT

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

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

2. _____ (Name of Bidder) will take affirmative action to ensure that all applicants are recruited and employed and those employees are treated fairly and equally during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or gender. 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. _____ (Name of Bidder) will in all solicitations or advertisement for employees 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 gender.

(Affiant)

(Name of Company)

Sworn and subscribed to before me this _____ day of _____, 2021
My commission expires _____

(Notary Public in and for County)
SEAL

**DOCUMENT F
DISPOSAL FACILITY – AFFIDAVIT**

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

1. _____, is a Corporation duly organized and existing under the laws of _____ (State), fully qualified to transact business in the Commonwealth of Pennsylvania.
2. Owns and/or operates a solid waste facility under permit number _____ which was issued by the Department of Environmental Protection of the Commonwealth of Pennsylvania.
3. Such fully licensed and permitted disposal facility is location in _____, Pennsylvania, and meets the approval of the Department of Environmental Protection of the Commonwealth of Pennsylvania.
4. In connection with the Bid for Solid Waste Collection and Disposal- Elverson Borough, which bid I have read and with which I am familiar, has agreed to permit _____, to utilize this facility for the disposition of waste collected from the participating municipality for the period of _____ through _____.

(Affiant)

(Name of Company)

Sworn and subscribed to before me this _____ day of _____, 2021.
My commission expires _____

(Notary Public in and for County)

SEAL

**DOCUMENT G
ADDENDUM AFFIDAVIT**

I, _____, being duly sworn according to law, depose that I am the _____ (Title) of _____ (Name of Bidder). I hereby certify that I received Bid Specifications via email on _____, 2021 at _____ am/pm from _____ at _____ Elverson Borough or downloaded them from www.elversonboro.org on the date and time aforesaid.

(Affiant)

(Name of Company)

DOCUMENT H
BID PROPOSAL FORM

COMPANY _____ DATE: _____

The undersigned, having carefully inspected the Borough of Elverson, either personally or through duly authorized representatives, and having carefully read and examined the Specifications for Residential Solid Waste Collection in the Borough of Elverson, with accompanying Instructions to Bidders and Affidavits, either personally or through duly authorized representatives, which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with said requirements and to furnish all labor, equipment, services, and facilities in accordance with said "Bid Documents" consisting of the Specifications and Documents A through F and H, and to commence said performance on January 1, 2022. The Borough of Elverson desires to obtain bids on options for the collection, transportation, and disposal of municipal solid waste and recyclables and yard waste materials for Elverson Borough. The options have been described in detail within the accompanying specifications. Bidder is to indicate the per unit price and is required to respond to each bid option.

BID:

ALTERNATIVE A: Bid a three (3) year contract with an option of two (2) one-year extensions upon mutual agreement with the contractor and the Borough with the following contractor requirements:

- Provide services described herein from January 1, 2022 through December 31, 2024, annual extension January 1, 2025 through December 31, 2025 and January 1, 2026 through December 31, 2026 if awarded by Council.

ALTERNATIVE B: Bid a five (5) year contract

- Provide services described herein from January 1, 2022 through December 31, 2026
- Billing to all customers
- Provide curbside solid waste and recyclables collection and disposal for all residential housing in Elverson Borough
- Provide once every two weeks collection of recyclable materials at curbside same day as trash.
- Collect one (1) bulky item per month, per unit collected with regular trash with the first of the month pickup
- Segregated yard waste for recycling
- Collect waste and recycle containers from the two (2) municipal government locations
- Collect Christmas trees from December 26th through February 15th.

All solid waste, recyclable materials and all segregated yard waste shall be processed at PADEP approved and permitted facilities in accordance with all applicable local, state and federal regulatory requirements. Any and all solid waste disposal facilities shall be on the Chester County list of approved facilities.

BID PROPOSAL FORM

ALTERNATIVE A:

Year	Unit Monthly Fee
Year 2022 - 2024	
Year 2025	
Year 2026	

ALTERNATIVE B:

Year	Unit Monthly Fee
Year 2022 - 2026	

A. Indicate recycling method include a minimum of one 30 or 32 gallon detachable container. Provide the gallon size (30 or 32 gallon) that will be distributed to each resident. [refer to Section 1.01 of bid specifications]

Ⓒ **Single** _____ **Gallon Size of Container**

Note: _____

B. All bid prices shall include the cost of the 96-gallon detachable container and 30 or 32 gallon detachable container and will remain the property of the contractor. Please note section 1.25 for residents with undersized garages.

C. Meets all bid requirements

Submitted by: _____ Date: ____/____/____
(Signature of Authorized Representative)

INVITATION TO BIDDERS

Notice is hereby given that the Council of the Borough of Elverson is soliciting bids for:

RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION, TRANSPORTATION, AND DISPOSAL

Bids must be submitted in a sealed envelope with the words "**Proposal for Residential Solid Waste and Recycling Collection**" clearly printed on the outside. One copy of the bid document must be submitted to Lori Kolb, Borough Secretary of the Borough of Elverson, 101 S. Chestnut St., P.O. Box 206, Elverson, PA 19520 no later than **11:00 a.m., Tuesday, November 30, 2021**. Each bid must be submitted on the "Bid Proposal Form" and must be accompanied by the documents set forth in the Bid Specifications, including a Bid Bond or deposit in the form of a certified check payable to the Borough of Elverson in the amount of ten percent (10%) of the total bid.

Bids received will be publicly opened and read aloud at 11:05 a.m., Tuesday, November 30, 2021, at Elverson Borough Hall, 101 S. Chestnut St., Elverson, PA. The Borough Council will then review the received bids, and award the bid if everything is in order, at its regular monthly meeting on Tuesday, December 7, 2021 at 7:00 p.m., at the Elverson Borough Hall, 101 S. Chestnut St., Elverson, PA.

Bid instructions and contract specifications are on file and may be procured by prospective bidders at the Elverson Borough Hall, 101 S. Chestnut St., Elverson, PA, 19520, Monday, Tuesday or Thursday, except holidays, from 9:00 a.m. to 3:00 p.m., at a cost of \$50.00 per bid packet, or may be downloaded at www.elversonboro.org. Please contact the Borough Secretary, Lori Kolb, at 610-286-6420, for further information.

The amount of the performance bond required is fifty percent (50%) of the awarded contract price. The bond must be posted within twenty-one (21) days of the date that the contract is awarded.

Borough Council reserves the right to waive any informality in a bid or to accept or reject any or all bids or portions thereof when such action is deemed to be in the best interests of the Borough.

Lori Kolb, Borough Secretary
Email secretary@elversonboro.org

Bid Requirements: Sealed bids must be received by the Elverson Borough Secretary, Lori Kolb on or before **11:00 a.m. on November 30, 2021**. Each sealed bid shall be accompanied by a certified check or a bid bond payable to the Borough of Elverson. This amount of the bid is to guarantee that in the event the bid is accepted and the contract awarded to the successful bidder, the contract will be duly executed and a performance bond and certificate of insurance will then be provided to the Borough.

All waste, recyclable materials, yard waste, and any bulk items collected shall be processed at PADEP approved and permitted facilities in accordance with all the applicable local, state, and federal regulatory requirements.

All bidders are required to bid on all requested bid requests including all options for household solid waste and recyclables. The successful bidder will be required to provide any and all detachable containers to all contracted units and maintain detachable containers during the duration of the contract, and, if awarded, during the duration of the extension years.

Once the bids are opened, no bid may be withdrawn except in accordance with the Bid Withdrawal Act (73 P.S. of 1601 et seq.). Detailed information, including a bid packet may be obtained from the Elverson Borough Office, Monday, Tuesday and Thursday (except holidays) from 9:00 a.m. to 3:00 p.m. at a cost of fifty dollars (\$50.00) per copy or downloaded at www.elversonboro.org.

The contract will be awarded at the regular monthly meeting of Borough Council to be held on **December 7, 2021 at 7:00 p.m.** at the Elverson Borough Hall, 101 S. Chestnut St., Elverson, PA.

The amount of the performance bond required is fifty percent (50%) of the total amount of the total dollar commitment of all of the Borough customers for the three-year or the five-year contract. The bond must be posted within twenty-one (21) days of the date that the contract is awarded.

The right is reserved by the Borough of Elverson to waive any informality in a bid or to reject any and all bids when such action is deemed to be in the best interest of the Borough.

Lori Kolb
Borough Secretary
Email secretary@elversonboro.org

**SPECIFICATIONS for RESIDENTIAL SOLID WASTE AND RECYCLABLE
MATERIALS
COLLECTION, TRANSPORTATION, AND DISPOSAL
FOR THE
BOROUGH OF ELVERSON
CHESTER COUNTY, PENNSYLVANIA**

SECTION 1.00: INSTRUCTIONS TO BIDDERS

1.01 Scope of Services:

The services to be performed and provided consist of the collection, transportation, and disposal of solid waste and recyclable materials from each contracted unit within the Borough of Elverson Chester County, Pennsylvania to a PADEP permitted disposal site. For the purposes of bidding in response to this invitation to bid, **550 to 600** units are to be provided with these services, beginning **January 1, 2022**. The **550 to 600** units may participate and receive curbside trash and recyclables, but that number may be less. Any resident that has curb solid waste and recyclable service must use the Borough hauler.

Mandatory recycling ordinances have been enacted by the Borough of Elverson to require source separation of recyclable materials by each householder. Recyclable materials shall be separated by each householder/unit and placed in convenient receptacles alongside the remaining solid waste for collection on each day designated for collection of recyclables. Bidders are expected to incorporate the collection and disposal of recyclable materials and yard waste as specified in their primary bids.

These specifications require the bidder to provide bids for two separate alternatives. The first alternative bid is for a three (3) year contract with an option for two (2) one-year extensions. The second alternative is for a five (5) year contract. Both alternatives are to include the collection, transportation, and disposal of solid waste and recyclable materials as follows:

SOLID WASTE	RECYCABLES	BULK	YARD WASTE
96 gal detachable containers offered for weekly pickup of household trash (See 1.25 Page 10)	30 or 32 gal detachable containers offered for recyclables collected every two weeks (bi-weekly) on same day as household trash pickup	One Bulk item collected on same day as trash once per month	Every week on same day as trash

The purpose of the bid is to provide Elverson Borough Council with the most cost effective collection, transportation, disposal, solid waste and recycling program for its residents. The successful bidder must:

- be approved by the Borough to collect and transport recyclable materials and municipal solid waste in the Borough;
- expressly agrees to abide by the rules and regulations of the Borough and any other governmental entity or agency;
- agrees that any municipal solid waste to be collected in the Borough, from any source whatever, including, but not limited to residential waste, shall be disposed of at a PADEP permitted facility approved by the County of Chester, under its disposal plan (the Borough shall be notified by the contract of which facility or facilities will be used by the contractor);
- pay the tipping fees, administrative fees, stabilization fund fees, and any other amounts required by for each ton collected within the Borough pursuant to these specifications, as well as any other required fees which may be enacted by any governmental or regulatory agency; and, provide initial information and reports no less than quarterly, concerning number of residential customers, any customers who dropped service in the Borough, truck routes used, and separate reports for tonnage of both trash, and recycling collected.

1.01.1 Types of Recyclable Materials:

The types of recyclable materials to be collected regularly shall be determined by joint agreement with the Borough and the contractor collecting the recyclable materials, and may be changed no more than once during the month of **January** of each contract year. The contractor shall be responsible for notifying the householders of any change in the recyclable materials to be collected once the recycling program is underway. For the purposes of bidding in response to this invitation to bid, the types of recyclable materials to be collected and disposed, at a minimum, shall include clear glass, colored glass, newsprint (including newspaper inserts, junk mail and telephone books), cardboard, aluminum cans, steel cans, bimetallic cans, No.1 PET plastics, No.2 HDPE plastics, No. 5 plastics (polypropylene) at curbside beginning **January 1, 2022**, and continuing throughout the term of the contract.

1.01.2 Collection Schedule of Recyclable Materials:

The recyclable materials shall be collected on a day as specified by the bidder once every two weeks and on the same day as trash collection.

1.01.3 Processing of Recyclable Materials:

The recyclable materials shall be taken to a processing facility that is approved and permitted by the Pennsylvania Department of Environmental Protection (PADEP) and

meets all State, County and local requirements, under its municipal waste management plan.

1.01.4 Collection of Bulk Items:

Bulk waste, such as furniture, appliances, and other large items, shall be collected and disposed of once per month on the same day as regular trash during the first collection cycle of the month with a limit of one bulk item per household per month. Bulk items must be disposed at a PADEP permitted facility which is approved by the County of Chester, under its municipal waste management plan. Refrigerators, window air conditioning units, and other items that contain Freon, may be removed for a fee negotiated by the contractor and the resident. The contractor shall be responsible for adherence to all Federal and State regulations concerning the handling of HCFCs and CFCs (See Sections 2.16 and 3.03.11). Freon items will be picked up by the contractor with the cost being borne by the household owner.

1.01.5 Disposal of the Remaining Household Solid Waste: The remaining residential solid waste shall be taken to a landfill, transfer station, or processing facility permitted by PADEP which is approved by the County of Chester under its disposal plan. The remaining solid waste shall include yard waste and Christmas trees during the appropriate season.

1.01.6 Solid Waste from Agricultural, Commercial, Industrial Firms:

Solid waste from agricultural, commercial, or industrial firms, including solid waste from apartment complexes of four or more residential units which have their own "dumpster," or from institutions or government agencies, other than municipal facilities, shall not be included in the scope of services. These wastes shall be collected and disposed by separate arrangement between the owners and private trash haulers.

1.01.7 Segregated Yard Waste Collection and Recycling

Recycling of organic materials to include branches and Christmas trees is strongly encouraged by Elverson Borough. Segregated curbside collections shall include weekly pickup of unlimited branches, provided that the branches are cut no longer than forty-eight inches (48") and bundled together weighing not more than forty pounds (40lbs) per bundle. Branch collection shall occur on the regular scheduled trash pick up day each week. Christmas trees shall also be included in a curbside segregated pick up and scheduled on the regular weekly trash pick up day from December 26 to February 15 of the following year. The cost for this service should be included in the per resident monthly fee. The contractor shall be required to haul segregated yard waste materials to a PADEP approved compost facility and/or transfer station approved by the County of Chester under its disposal plan. See also Section 3.03.8 regarding resident preparation of waste.

1.01.8 Municipal Government Refuse & Recyclables Collection:

In addition to the collection, recycling, and disposal of regular household waste, Elverson Borough shall require the collection and disposal of all municipal government governmental waste and recyclables from facilities owned and/or operated by Elverson

Borough, by providing two 96-Gallon totes at two locations specified by the Borough. The totes shall be emptied as part of the regular residential weekly pickup. Borough Hall shall be picked up with the residential weekly pickup. The cost of collecting municipal government waste spread across the total number of residents as part of the base. This will be a mutual agreement with the contractor and Borough representatives. The facilities locations for totes shall include the following:

Livingood Park– (Accessible designated location)

- 1 (96 Gallon) waste tote
- 1 (96 Gallon) recyclable tote

Borough Hall (Accessible designated location)

- 1 (96 Gallon) waste tote
- 1 (96 Gallon) recyclable tote

1.02 Examination of the Municipality:

Bidders shall inspect the entire Borough area 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 bidders assume patent and latent risks in connection therewith.

1.03 Conditions of Service:

Borough Council does not make any representations with regard to any of the supplementary materials that form part of this proposal and request for bids. The total number units in Elverson Borough requiring the services specified is estimated to be 570. The successful bidder shall receive compensation based on the actual number of units serviced as adjusted to reflect increases or decreases in the number of units on a monthly basis. The contractor (the successful bidder, assuming a contract is awarded and undertaken as described in section 1.17 of this document) in the performance of the services called for in this document, must employ such methods or means as will avoid interruption or interference with the operation of the affairs of Elverson Borough, and shall likewise take the necessary steps to insure that during the course of performance, there will be no infringement on the rights of the public.

It is likewise understood and required that the contractor, in the performance of the services called for in this document, shall employ such methods that shall not violate any applicable statutes, regulations, or ordinances of the U.S. Government, Commonwealth of Pennsylvania, any subdivision thereof, or of the Borough of Elverson.

Bidders must inform themselves fully of all the conditions relating to the work in question. Failure to do so will not relieve the successful bidder of his or her obligation to furnish and perform the work, which forms the basis of this proposal, or to carry out the provisions of the contract with respect to performance of the contemplated work set forth in this bid.

1.04 Preparation of Bids:

Each bidder must submit a bid for the price per housing unit, and extended annual cost for the services called for in this request for bids. Bids should be priced monthly, as required by the associated specifications and the contract documents, which form a part of this request for bids. The failure to conform to this requirement may result in the classification of a bid as "irregular" and may render same subject to rejection. The attachment of any condition, limitation, or ancillary provisions by a bidder to his or her proposal may cause a similar classification and have a similar effect, unless adequately explained as called for in Section 1.22 below. If an alternate is bid, a description of the alternate, photo, and physical sample must be provided.

All bids must be submitted on the bid form. All bids must be submitted in sealed envelopes bearing on the outside the name and address of the bidder, addressed to Lori Kolb, Borough Secretary, Elverson Borough, 101 S. Chestnut Street, P.O. Box 206, Elverson, PA 19520, with the indication on the lower left-hand side of such envelope "**Bid – Elverson Borough Solid Waste and Recyclable Collection**". All documents, Bid Bond, Affidavits, and other information accompanying the bids shall be contained and sealed in the bid envelope.

All bids must be submitted on or before **11:00 a.m. on November 30, 2021** to the Borough Secretary's office. No bid will be accepted after such date and time, and any bids received after that date and time will be returned to the bidder unopened. Sealed bids will be publicly opened and read aloud in the Elverson Borough Public Meeting Room at **11:05 a.m. on December 7, 2021**.

Elverson Borough Council reserves the right, in the exercise of its sole discretion, to reject any and all bids. Borough Council likewise reserves the right to waive any non-conformity with respect to any bid or any error with respect to the same, which does not constitute a substantial departure from the General, and Detailed Specifications herein set forth. The determination of whether an error or departure is one of substance rests within the sole discretion of Borough Council.

1.05 Signature of Bidder:

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 one partner 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 the proprietor, which designates him or her as an agent of the proprietorship authorized to execute and submit the bid in question.

1.06 Bidder's Affidavit:

Each bidder shall duly execute and deliver to Elverson Borough Council, at the time of the submission of his or her bid, the Bidder's Affidavit on the form attached hereto.

1.07 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 such letter states that the surety therein mentioned agrees to furnish the required performance bond which is made a condition of the awarding of a contract under the provisions of this request for bids.

1.08 Bid Guaranty:

Each bid must be accompanied by either a bid bond or a certified check in the amount of ten percent (10%) of the total customer contract dollars, submitted as an unconditional guaranty that in the event the bid of the bidder is accepted and the service contract awarded to him or her, such bidder will duly execute the same. The required performance bond shall likewise duly secure the performance of the service contract.

1.09 Non-Discrimination Affidavit:

Each bidder shall complete, sign, and deliver at the time of the submission of his or her bid a Non-Discrimination Affidavit on the form included herein and made a part of this request for bids.

1.10 Affidavit of Non-Collusion:

Each bidder shall complete, sign, and deliver at the time of the submission of his or her bid an Affidavit of Non-Collusion on the form included herein and made a part of this proposal.

1.11 Performance Bond:

Prior to the execution of the contract, the successful bidder will be required to furnish a bond for the faithful performance of the contract, effective for the full term of the contract, either three (3) years or five (5) years, in an amount equal to fifty percent 50% of the contract within twenty-one (21) days after award of the contract. After the first three (3) year contract, in the event that Borough Council and the hauler agree to extend the contract for an additional year up to two (2) years, the successful bidder shall be required to furnish a bond in an amount equal to 50% of the total price for the extended years of service.

Agents of bonding companies that write bonds for the performance of this 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.

1.12 Competency of Bidders:

Each bidder shall furnish proof that he or she, or any parent, subsidiary, or affiliated corporation 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. Elverson Borough Council shall reject any bid if its investigation indicates that a bidder is not qualified to carry out the obligations of the contract and to provide in full the services specified herein. Each bidder must complete and sign the Bidder's Questionnaire included herein and made a part of this request for bids. Failure to complete, sign, and deliver the Bidder's Questionnaire at the time of the submission of a bid will cause a rejection of a bid.

Each bidder shall furnish to Elverson Borough Council the following information, which shall be held in confidence by the Borough:

- Four references of Municipalities that are presently served by the Bidder
- Copy of the Management Policy of Bidding organization.
- Financial history of bidding organization.

1.13 Withdrawal of Bid:

No bid may be withdrawn, altered, or otherwise modified after it has been duly deposited with or at the office of the Elverson Borough Secretary, except in strict compliance with the Bid Withdrawal Act, (73 P.S. of 1601 et seq.).

1.14 Disposition of Bid Guaranty:

As soon as the three lowest responsible bidders have been selected, but in any event no more than (30) days from the date bids are opened, all deposits or bonds submitted with the bids shall be returned to bidders, except the deposits or bonds made by the three lowest responsible shall not be so returned until the contract is awarded and signed. The lowest responsible bidder shall be awarded the contract and shall execute the contract and furnish the required performance bonds or security within ten days after receiving notice from Borough Council that such bidder has been so selected. Upon execution and delivery of the contract and the furnishing of the required performance bond or security, the deposits and bonds made by the three lowest responsible bidders shall be returned to them. In the event 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 ten days after said award, the award shall be vacated, and Borough Council shall then award the contract to the next lowest responsible bidder. The first bidder's deposit or Bid Bond shall be forfeited as liquidated damages, or Elverson Borough may, at its option, recover from such bidder the difference between the price of his or her bid and the amount of the contract as shall be subsequently awarded, applying said deposit or Bid Bond on account thereof.

If the next lowest responsible bidder shall fail to execute and deliver the contract within ten days after said award, the award shall be vacated, and Elverson Borough shall 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 Elverson Borough may, at its option, recover from such bidder the difference between the price of his or her 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 ten days after said award, the award shall be vacated, and Elverson Borough shall then not award any contract and shall, at its option, either again complete this proposal and request for bids, modified as necessary to obtain a successful contract, or await further direction from the Elverson Borough Council.

1.15 Interpretation:

No interpretation of the meaning of the Instructions to Bidders, General or Detailed Specifications, or other contract documents will be made to any bidder. Supplemental instructions, if any, will be made in the form of written addenda to this proposal and request for bids, which, if issued, will be mailed to all parties of record having received these documents. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under his or her bid as submitted 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 returned as a part of the bid.

1.16. Qualifications and Competency:

The Borough may reject any bid received if the qualifications questionnaire fails to satisfy the Borough that such bidder is qualified to carry out the obligations of the contract and to complete the work as specified.

1.17 Award of Contract:

Award of the contract by Elverson Borough Council, if made, will be made on or before the thirty (30) days following the opening of bids, to the lowest responsible bidder whose bid complies in all respects with the requirements as stated herein. Borough Council reserves the right to reject any or all bids if in the interest of the Borough, it deems advisable to do so. Borough Council 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 Borough Council determines that a bidder is not responsible. After bids have been opened and studied, Borough Council reserves the right to choose, in its sole discretion, that bid which it believes meets the best interest of the municipality, provided that such bid complies in all respects with the requirements as set forth herein. Borough Council shall determine 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. Borough Council may also require inspection of bidder's equipment, and every bidder in submitting a bid agrees to furnish additional information that may be required by Borough Council.

1.18. Disqualification of Bidders:

Although not intended to be an exhaustive list of causes for disqualification, anyone or more of the following causes, among others, may be considered sufficient for the disqualification of the bidder and rejection of its bid:

Evidence of collusion among bidders;

Lack of competency as revealed by financial statements, experience or equipment statements as submitted or other factors;

Lack of responsibility as shown by past work, judged from the standpoint of workmanship; and/or

Default on a previous municipal contract for failure to perform.

1.19. Legal Requirements:

In performing the contract, the successful bidder is responsible to comply with, and shall comply with, all applicable Federal, State, and local laws, ordinances, and regulations. Before submitting a bid, each bidder shall become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the bidder's ability to perform, or the cost of performance of, the contract. Elverson Borough would be willing to consider fees to be paid under this Contract adjusted to account for any change in local, state or federal laws or regulations that impose or increase any fee, tax or surcharge, however denominated, upon the collection and/or disposal of solid waste or recyclable materials. Adjustment and effective dates must be mutually agreed upon by both parties.

1.20 Term of Contract:

The contract awarded hereunder shall be either for:

(A) A period of three (3) years commencing **January 1, 2022 through December 31, 2024, with eligibility for two annual renewals in the years 2025 and 2026.** Each renewal must be agreed upon by both parties at the regularly scheduled meeting of Borough Council in October prior to the upcoming year of contract renewal; or

(B) A period of five (5) years commencing **January 1, 2022 through December 31, 2026.**

1.21 Bid:

Each bidder shall submit his or her bid for collection, transportation, and disposal of residential solid waste and recyclable materials on the Bid Form included in and made a part hereof.

1.22 Conditions, Exclusion, or Changes to the Bid Conditions or Specifications:

No conditions, exclusions, or changes to the bid conditions or specifications shall be allowed, except insofar as the bidder can show that the resulting bid conditions or specifications would be in the mutual interest of Elverson Borough and the bidder. If the bidder wishes to include any conditions, exclusions, or changes to the bid conditions or specifications, he or she shall provide a full and comprehensive discussion as to why such conditions, exclusions, or changes to the bid conditions or specifications are necessary and in the mutual interest of Elverson Borough and the bidder.

1.23. Further Inquiry:

The Borough reserves the right to make further inquiry into the responsibility of the apparently successful bidder after bid opening. The bidder warrants, by the submission of a bid, that the bidder will cooperate fully with such inquiries, including, without limitation: (a) submitting additional documents or other evidence to support (i) statements made on the qualification questionnaire, (ii) the bidder's financial status, or (iii) any other aspect of the bid; and (b) making available for inspection the bidder's equipment and facilities.

1.24 Additional Services for Residents:

Nothing herein shall prohibit the successful bidder from entering into separate contracts and agreements with residents of the Borough for special services, including, without limitation, picking up household waste and/or recyclables at agreed upon locations other than curbside at a private residence, etc.

1.25 Additional Service for Residents with Undersized Garage:

In ninety-three (93) plus homes the physical size of the interior garages within the Summerfield Development is exceedingly small. Residents are unable to put their automobiles in the garage if they place a 30 or 32 gallon detachable container and 96 gallon detachable container there as well. All bidders will consider these residents as exempt from the 96 gallon detachable container from the bid. When they call for sign up they will identify themselves as a resident with an undersized garage. You will identify to them which 50 gallon detachable container from Wal-Mart or Lowes that they should purchase at their expense. They will be charged the same rate as all other residents are charged. Your responsibility as the bidder will be to provide these residents with a sticker for their trash can indicating that they are a customer.

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 Bidder, the General and Detailed Specifications, and the forms and affidavits pursuant thereto shall be a part of the service contract. Except as may otherwise hereinafter be set forth, the term "contractor" shall mean the lowest responsible bidder to whom the contract has been awarded and has been executed and delivered such contract to Elverson Borough.

2.01 Obligation of the Contractor:

The contractor shall, at his or her own cost and expense, and in strict conformity with the hereinafter contained or hereto annexed specifications and the contract, furnish all the material, labor, and equipment for the collection, transportation, and disposal of solid waste and recyclable materials, as hereinafter defined, from all units subject to collection, transportation, and disposal under these specifications within Elverson Borough.

2.02 Obligation of Elverson Borough:

Elverson Borough has adopted and enacted appropriate ordinances to ensure the proper source separation of recyclable materials by each householder, proper storage, and placement of both recyclable materials and the remaining residential solid waste for

efficient collection by the contractor, education of the residents in these activities, and enforcement of the provisions of the ordinances related to source separation, recycling, and designation of a municipal trash collector.

2.03 Supervision by the Contractor:

The successful bidder shall employ a responsible supervisor who shall be available, and who may be contacted by the Borough, during each working day between the hours of 9:00 a.m. and 4:00 p.m., Monday through Thursday, to receive complaints, assist with any problems, answer inquiries, and resolve disputes with respect to the services to be supplied pursuant to the service contract. Residents of the Borough shall direct their complaints, problems, inquiries, and disputes to the municipal hauler

2.04 Notice to the Contractor:

The residence or place of business designated in the proposal and bid upon which this contract is founded is hereby designated as a place at which all notices, letters, and other communications (phone and or email) shall be served, and to which all notices, letters, and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind that may of necessity be hereafter dispatched may be sent by regular mail or email, and the contractor shall be deemed to have received said notice. Should the contractor relocate or its mailing address or email address be changed, the Borough shall be notified of the change within five (5) business days.

2.05 Inspection:

Elverson Borough or its authorized representatives may inspect the collections, transportation, and disposal being made pursuant to the service contract and may require correction of any improper performance or any deficient performance therein through the designated responsible supervisor(s) of the contractor.

2.06 Competent Workers to be employed:

The contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of the contract, and shall furnish a list to Elverson Borough of all personnel being employed by the contractor and working on the contract with the Borough, if and when requested to do so.

2.07 Liability and Damages:

The contractor shall defend, indemnify, and save harmless the Borough of Elverson, its officers, agents, employees, and assigns, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, judgements, fees, costs, and expenses (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by, or asserted against Elverson Borough, its officers, agents, employees, and assigns, by reason of (a) any work performed by the contractor or any of its agents, subcontractors, servants, or employees; (b) any act or omission on the part of the contractor or any of its agents, subcontractors, servants, or employees for which

Elverson Borough may be found liable; (c) any accident, injury (including death), or damage to any person or property occurring upon the roadways, elsewhere, or property arising out of the use thereof by the contractor or any of its agents, subcontractors, servants, or employees; (d) any failure on the part of the contractor to perform or comply with any of the covenants, agreements, terms, or conditions contained in any contract awarded as a result of the submittal of a proposal in response to this specification; and (e) payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits arising out of any use thereof by the contractor or any of its agents, subcontractors, servants, or employees. The contractor shall indemnify, save harmless, and defend the Borough of Elverson, its officers, agents, employees, and assigns, from any and all claims and demands of whatever kind which arise directly or indirectly from the contractor's operations including, but not limited to, judgements, taxes and special charges by others.

2.08 Insurance:

The contractor shall maintain insurance issued by an insurance carrier satisfactory to Elverson Borough to protect the parties hereto from and against 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 Section 2.07. Such insurance shall be maintained at the contractor's sole expense as follows:

The amounts of such insurance, without deductible:

- (1) Against public liability due to injury or death to persons and damage to property shall not be less than \$5,000,000 as to each occurrence and \$5,000,000 aggregate.
- (2) Against automobile liability due to injury or death to persons and damage to property shall be not less than \$5,000,000 per person and \$5,000,000 per accident.

B. Contractor shall also carry insurance that will protect it and Elverson Borough, its officers, agents, employees, and assigns, from all claims under any Workers' Compensation Law in effect which may be applicable to them. The aforementioned policies of insurance shall be specifically designated to protect Elverson Borough, its officers, agents, employees, and assigns, from all claims and damages, including wrongful death claims, of any kind or nature whatsoever, which may arise from the operations of the contractor in the performance of the contract, whether such operations be controlled by the contractor or by someone either directly or indirectly employed by the contractor for the purpose of accomplishing some obligation upon the contractor by the terms of the service contract. All of the insurance policies herein mentioned, including the Workers' Compensation policy, shall be written with companies acceptable to Elverson Borough 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 the Borough. All of these said policies shall remain in full force and effect until expiration of the term of the contract or the completion of all duties to be performed hereunder by the contractor, whichever shall occur later. Contractor shall likewise deposit with Elverson Borough either the original policies of insurance herein

mentioned or certified copies thereof, in addition to a Certificate of Insurance as shown in the forms enclosed with the specification. Each and every policy of insurance herein mentioned and required pursuant to the terms of the contract, including the Workers' Compensation policy, shall carry with it an endorsement to the effect that the insurance carrier will convey to Elverson Borough by certified mail written notification of any modifications, alterations, or of the cancellation of any such policy or policies or the terms thereof, and said written notice shall be dispatched to the Borough Secretary, 101 S. Chestnut Street, Elverson, PA 19520, at least thirty (30) days prior to the effective date of any such modification, alteration, or cancellation.

It shall be the responsibility of the contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect Elverson Borough, its officers, agents, employees, and assigns, 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 damages 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 contract. Elverson Borough shall also be named as an Additional Insured on the Contractor's insurance policies.

2.09 Correction of Breaches or Non-Performance:

In the event that the contractor shall be in default of the contract, or if the contractor should ever fail to collect, transport, or dispose of the materials required herein and such default or failure shall be incurred for a period of two of three consecutively scheduled pick-up dates, inclusive of holidays, in any one six-month period, Borough Council may, at its option, render this contract in default. The foregoing option of Borough Council upon any default or failure of the contractor is cumulative to its other legal and equitable rights; therefore, upon any material breach hereunder, Borough Council may likewise have the option of simply notifying the contractor's surety on its performance bond of the contractor's obligation hereunder or forfeit the penal amount of said bond, or Borough Council may likewise, immediately commence all available legal and equitable remedies against the contractor and its surety for the immediate and specific performance of this agreement and the payment of all damages sustained by reason of said breach. It is hereby stipulated and agreed that 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 matters beyond the reasonable control of the contractor; restraints of government, lawful orders of court, administrative agencies or governmental offices; suspension, termination, or interruption of governmental licenses or permits; change in laws, regulations, or ordinances, or emergency, the contractor shall by reasons thereof, be relieved from performance under the contract for only the duration of such event, provided, however, that Borough Council's cost of performing the work specified in the contract to be done during such period shall be charged to the contractor as in the case of a default by the contractor.

2.10 Penalties:

The Borough Secretary or designee will notify the contractor, in writing, of each complaint reported to the Borough. The written communication may be by email or regular or certified mail. It shall be the duty of the contractor to take whatever steps are necessary to remedy the complaint. In addition, the Borough may, in its sole discretion, impose a penalty for the following violations:

- a. Failure to clean up spilled or broken material.
- b. Starting route collections before 6:00 a.m. as prescribed in Section 3.03.4.
- c. Collection after 6:00 p.m. as prescribed in Section 3.03.4 without the express approval of the Borough.
- d. Failure to collect trash, recyclables or yard waste in accordance with the agreed upon schedule which is not picked up within (8) hours. If the Borough incurs costs associated with managing a missed pickup on behalf of the contractor, all such costs shall be paid in full by the contractor to the Borough.
- e. Failure to sort recyclables into proper collection bins.
- f. Contamination of a load of recyclables, or failure to properly separate recyclables, or any other action which causes a shipment to be rejected by the recycling center. In addition to the penalty, the contractor is also responsible to remove the contaminated material from the recycling center to an approved disposal site.
- g. Using or maintaining a truck in a leaking or unsanitary condition.
- h. Damage to (other than reasonable and normal wear and tear) or carrying away householder's receptacles. Said penalty shall be in addition to the obligation of the contractor to repair or replace the receptacle.
- i. Failure to promptly clean up any materials spilled or draining off the equipment.

Three or more offenses during one calendar month shall constitute grounds for the termination of the contract.

The Penalty shall be as follows:

- a.) Each individual offense - \$200.00 per occurrence.
- b.) Second offense within one month of a violation. \$500.00 per occurrence.
- c.) Third offense within one month of a violation. \$1000.00 per occurrence.

Each occurrence shall be considered a separate violation for which a separate penalty may be imposed. Failure to impose a penalty is not a waiver of the violation or a waiver of contractor's obligation to comply with the terms of this contract; provided, however, that no penalty may be imposed for an occurrence that is more than one year old.

2.11 Missed Pick-ups of Individual Residences

If a collection for waste or recyclables is missed, as a result of the oversight of the contractor, the contractor shall collect the solid waste and recyclables within 24 hours of the missed collection date. If the contractor fails to do so within the 24-hour period and the Borough incurs costs associated with the collection and disposal of the materials, the contractor shall be liable for all labor and disposal/processing costs associated with managing missed pick-ups and shall reimburse the Borough for those costs.

2.12 Recycling Program

The contractor will be responsible for procurement and delivery of a recyclable container(s).

2.13 Recycle Bin Program Ownership

It will be the contractor's responsibility to maintain the recyclable container(s) until the end of the contract term, at which time the ownership of the containers revert back to the contractor.

2.14 Assignment:

Neither the service provided nor any portion thereof, nor any of the proceeds thereof, may be assigned, sublet, or transferred to any person, firm, or corporation, except upon the prior written consent and approval of Elverson Borough; provided however, the contract may be assigned to any wholly owned subsidiary of the successful bidder upon the prior written notice of such assignment to the Borough. Such assignment shall not release the successful bidder from any liability under the contract.

2.15 No Waiver of Breach of Contract:

No violation, breach, or failure of performance shall be deemed to be waived by Elverson Borough Council because of payment to the Contractor, nor shall it be deemed to be a waiver by the Borough Council of its right to cancel the contract for repeated and continued violations that shall constitute poor and unsatisfactory performance, nor shall it be deemed to be a waiver of the right to void or annul any of the other terms or conditions herein contained.

2.16 Ownership:

Title to all municipal solid waste and recyclable materials shall pass to the contractor when placed in the contractor's collection vehicle, removed by the contractor from a container, or removed by the contractor from the resident's premises, whichever last occurs.

2.17 Collection and Disposal of Appliances Containing Freon:

Bidder shall provide a fee chart for the collection and disposal of appliances containing Freon. Disposal of appliances containing Freon may be arranged between the contractor and the householder owner for a fee.

2.18 Yard Waste Collection and Disposal:

Bidders shall provide yard waste collection in accordance with these bid specifications. Yard wastes, as defined in Section 3.02, must be delivered to a processing facility approved by PA DEP. Yard waste shall be collected along with regular trash once per week, and Christmas trees, once per week between December 26 and February 15 of the following year.

2.20 Notification of Residents

The successful bidder will be responsible for notifying each and every resident of the Borough of the schedule, method, and rules or regulations pertaining to the collection of municipal waste, recyclable materials, and yard waste. Notification shall be done (1) at the beginning of the program, (2) when a program change occurs that affects the Borough and/or contracted units, and (3) at least once per year for the duration of the contract. The mailing of an information pamphlet to each and every residence in the Borough will satisfy the required notification. The pamphlet will be printed on heavy-duty paper suitable for retention by the homeowner. The pamphlet will include the following: the pickup schedules, exact definition of waste categories, required/allowable containers, and procedures/cost for non-standard pickup, etc. The cost for the printing and mailing of the pamphlets will be borne entirely by the successful bidder. The successful bidder will be responsible for notifying each and every resident directly of the Borough of the holiday and snow day schedule changes via automatic phone messaging. The Borough and Contractor Agent may collaborate to provide additional methods of communication for residents.

2.21 Contract Administrator

The successful bidder will agree to appoint a Contract Administrator who will meet as needed with the Borough Secretary or designee. The purpose of the meeting will be to discuss, review and rectify complaints from the preceding month. The Borough will keep a detailed record of all complaints made by residents that relate to the services provided by the contractor. These meetings should be viewed as an attempt on the part of the Borough and the contractor to solve existing problems and prevent future problems. The review will include but not be limited to: numerical analysis of any complaints, discussion for resolution/avoidance of complaints and the assessment of penalties as required (See paragraph 2.10) based on the numerical analysis.

2.22 Contractor to Maintain Office

During the term of the contract, and if applicable of any extensions approved by Borough Council, it shall be the responsibility of the successful bidder to maintain an office that is open for business Monday through Friday, with the exceptions of legal holidays, during the time of 8:00 a.m. to 4:00 p.m. During these hours, someone must be available to answer the phone for customers to call with problems, complaints, and to register service. It shall be insufficient for an answering machine to answer calls. The phone number assigned to this service shall be provided to the residents of Elverson Borough on the Notification of Residents mailing as required in Section 2.20, and such number shall be a toll free number for all Elverson phone exchanges.

2.23 Borough to Provide Contractor with List of residents and Their Addresses

It is in the best interest of the Borough and the contractor to remain in touch throughout the contract. Elverson Borough will generate and provide to the contractor a list of residents by address for billing purposes. The list will include of landlords and their

addresses for billing. It will be a landlords choice how to or not pass on the costs to those that rent their properties

2.24 Contractor Billings

It will be the task of the contractor to bill each residential unit for trash. This will include landlords of properties that have three or less apartments per physical location. The landlord will choose how to be reimbursed for trash that should not be an issue for the contractor.

2.25 Nonpayment of Bills

If any customer does not pay for trash pickup, it becomes a contractor's issue to be resolved.

SECTION 3.00: DETAILED SPECIFICATIONS

3.01 Source Separation of Recyclable Materials:

Every household in Elverson Borough shall be required to recycle separate from solid waste. All recyclable materials shall be placed in separate container(s) alongside the remainder of the household solid waste.

3.02 Definitions

See Appendix

3.03 Collection of Waste and Recycle Materials

3.03.1 General Requirement:

The contractor shall collect, transport, and dispose of both the separated recyclable materials and the remaining household solid waste from every household within Elverson Borough and identified small businesses that opt-in to receive service. The types of materials to be collected for recycling and the collection schedule for recyclable materials shall be as previously indicated.

3.03.2 Schedule:

The contractor shall collect regular solid waste (as defined herein) and recyclables throughout Elverson Borough according to a schedule provided by the contractor and as approved by the Borough. The Borough prohibits collection on Sundays for purpose of this contract. The agreed collection schedule shall not be changed without the express written approval of Elverson Borough. The contractor shall notify every householder/unit at least one month in advance of any change to the collection schedule. The contractor shall provide each householder/unit with a schedule showing the day(s) of the week on which the regular household solid waste and the recyclable materials will be collected.

3.03.3 Holiday:

When a collection day falls on a legal holiday, the successful bidder shall make the collection on the next business day (Monday through Friday). The contractor shall include

a list of the legal holidays as well as the rescheduled pickup date of the next day service in the Residents Notification mailing as required in Section 2.20.

3.03.4 Hours and Days of Collection:

The contractor's collection vehicles may start collecting at 6:00 a.m. and continue to completion of the route, but not later than 5:00 p.m., with the exception of weather emergencies, on the days of the above schedule agreed upon by the Borough and the contractor. No collections shall be made on Sundays. Elverson currently has a Tuesday morning collection day.

3.03.5 Collection Locations:

The householders/units should be instructed by hauler to place all household solid waste containers and recyclable materials at the curb or within five feet of the roadway prior to the time of collection on each collection day. Due to logistics within the Borough, some residents have trash collection from the rear of their properties that are serviced by alleys. For the purpose of this section, the entirety of the bid specifications, and contract, collection locations will be either at curbside within five feet of the street and curb line or at the rear of the property within five feet of the alleyway, when accessible by the alley for trash collection.

3.03.6 Routes:

The contractor's vehicle drivers shall be instructed to 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. The routes, once established, shall be provided to Elverson Borough and then not changed without prior approval from the Borough.

3.03.7 Preparation of Waste for Collection:

Rubbish which is too bulky to fit in the container shall be broken up so as to fit, or may be securely tied in bundles not to exceed 40 pounds in weight or four feet in length and placed next to the curb. Recyclables shall be placed in separate container(s) not to exceed 40 pounds and set out next to the regular trash containers.

3.03.8 Amounts of Solid Waste to be collected:

Each unit shall be entitled to set out for collection on each collection day an amount of household solid waste included in the 96-gallon detachable container plus one additional can or bag. Recyclables and properly bundled branches are unlimited during each trash collection. Only one bulk item is permitted each month unless special arrangements are made with the contractor outside the contract as per Section 3.03.9.

3.03.9 Bulk Waste:

Bulk waste, such as furniture, appliances, and other large items shall be collected and disposed of once per month on the same day as regular trash with a limit of one bulk item per household during the first week of each month. Bulk items must be disposed at a

PADEP permitted facility which is approved by the County of Chester, under its municipal waste management plan. A special truck upon notification and agreement of the contractor and the householder shall remove refrigerators, window air conditioning units, and other items that contain Freon. It will be based upon a separate fee structure between resident and contractor. The contractor shall be responsible for adherence to all Federal and State regulations concerning the handling of HCFCs and CFCs (See Sections 2.17 and 3.02).

3.03.10 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. All containers shall be replaced in an erect position on the house side of the curb or roadway and not left in the roadway or in or blocking a driveway or alleyway.

3.03.11 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 disaster, or phenomena of nature or acts of God which result in blocking or closing streets or which result in the substantial quantities of debris littering the streets and roads of Elverson Borough or any private roads and driveways necessary to be used during the collection.

3.04 Disposition of the Recyclable Materials:

The contractor shall transport the collected recyclable materials to, and dispose of them at, a recycling center, recovery facility, or other facility that is permitted by PADEP to accept such materials and is in compliance with all Federal, State, and County laws and regulations. The contractor assumes all responsibility for contaminated and or rejected loads of recyclable trash.

3.05 Disposition of the Yard Waste Materials:

The contractor shall transport and dispose of the segregated yard waste to a composting facility that is permitted by PADEP to accept such materials and is in compliance with all Federal, State, and County laws and regulations.

3.06 Disposition of the Remaining Household Solid Waste:

The contractor, unless otherwise directed by Elverson Borough shall dispose of all remaining household solid waste, including bulk items, at a facility which is permitted by PADEP to accept such materials and is in compliance with all Federal, State, and County laws and regulations.

3.07 Transportation Routes:

The contractor shall instruct the vehicle drivers to use major transportation routes and avoid residential and non-numbered routes in transporting the recyclable materials and remaining household solid waste to the disposal facilities.

3.08 Equipment and Personnel:

3.08.1 Numbers and Types of Vehicles:

The contractor shall provide to Elverson Borough a list of all vehicles and major items of equipment to be used or being used for collection and transportation of household solid waste and recyclable materials, including their type, capacity, gross and empty weight, and license number. The list shall be updated whenever any changes occur in the vehicles and equipment being used. All trucks used for the collection of household solid waste shall be specifically designed to prevent leakage of any liquids or fluids. Open type vehicles may be used only for the collection of recyclable materials, Christmas trees, bulk items, or other large items that are not likely to be blown out of the truck and litter the highway. All open type vehicles shall be provided with tarp or appropriate secure cover to prevent the scattering of litter onto the highway.

3.08.2 Condition and Appearance of Vehicles and Equipment:

All vehicles and equipment shall be maintained in good detachable and electrical operating condition and in compliance with the weight, safety and sanitary laws and regulations of the Commonwealth of Pennsylvania, Chester County, and the Borough of Elverson. Vehicles and equipment shall not be overloaded, and shall be cleaned at regular intervals, in accordance with regulations set forth by the Commonwealth of Pennsylvania. Vehicles and equipment shall display the name of the contractor in locations plainly visible on both sides of the vehicle or piece of equipment. All vehicles utilized in the pick up and/or transportation of trash/refuse, recyclable material, yard waste and any other material will be operated in strict adherence to the rules and regulations established by the Pennsylvania Vehicle Code. The operators of said vehicles will be licensed in accordance with the regulations of the Pennsylvania Vehicle Code. At all times during the effective dates of this contract, the contractor will adhere to all applicable Federal, State, County and local laws, rules and regulations. Backing up of vehicles will be conducted in a safe and courteous manner. Backing up of vehicles will be done with the assistance of a spotter. That is an individual whose responsibility it is to assist the operator while the vehicle is being backed up. Vehicles will not be backed up over distances longer than that which is absolutely necessary. In the event that the vehicle can be turned around and not backed up, the operator will be required to turn the vehicle around.

3.08.3 Cleanup:

Each vehicle shall have at least one broom and shovel to clean up refuse that may be spilled or otherwise scattered during the process of collection, transportation or disposal.

3.08.4 Storage of Vehicles and Equipment:

The contractor shall store and park all vehicles and equipment at convenient and lawful locations at his or her own expense. Contractor vehicles and equipment shall not be parked or stored on streets or roads of Elverson Borough, except during hours of collection, or in an emergency. In the latter case, the Borough Secretary or designee shall

be promptly notified and the vehicle or equipment moved to a proper location as soon as possible after the emergency is ended.

3.08.5 Conduct of Employees:

The Elverson Borough Secretary and/or authorized representative may request a suspension or discharge of any employee for anyone or more of the following offenses during working hours, and the contractor shall comply with that request as soon as possible:

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

3.08.6 Uniforms

The contractor will ensure that each employee who is involved in the collection of trash, recyclable material and yard waste is properly attired and has appropriate identification.

3.08.7 Collection of Appliances Containing Chlorofluorocarbons (CFCs):

It is unlawful for any firm or individual in the course of collection, transportation, or disposal of an appliance containing HCFCs and CFCs to knowingly vent or otherwise knowingly dispose of such appliance in a manner that permits such CFCs to enter the environment. De minimis releases associated with good faith attempts to safely collect, transport, or dispose of such appliances shall not be subject to the prohibition set for in the preceding sentence. Elverson Borough may require certification from contractor of compliance with section 608(3) (c) National Recycling and Emission Reduction program of the Clean Air Act, and/or evidence of compliance with all applicable State and Federal regulations.

3.09 Penalties for Non-Performance

Non-performance of its obligations by the contractor which are substantial and/or such as to endanger the health and welfare of the residents of Elverson Borough may, at the option of Borough Council, be sufficient cause for Borough Council to terminate the contract and/or require performance under the performance bond of the contractor, provided, however, that such option shall not be exercised if the non-performance is caused by the following:

- Unavoidable casualties to more than a majority of the collection trucks of the contractor for a period not exceeding three continuous days or a strike or strikes or other labor disputes of the employees of the contractor which prevent operation of the contractor's collection trucks for a period not exceeding three continuous days;

- Legal acts of duly constituted public authorities, other than Elverson Borough Council, if such acts are not provided by any act of omission or commission by the contractor;
- Acts of God and/or nature;
- Civil disturbances; and/or
- War.

Non-performance by the contractor for whatsoever reason, of whatsoever nature, and regardless of whether it is substantial and/or a menace to the health and welfare of the residents of Elverson Borough, shall be just cause at the option of Borough Council for a deduction by the Borough on monies it expends to provide the services hereunder which would otherwise be due the contractor for performance hereunder, except:

The first two consecutive days or parts thereof, including Saturdays, Sundays, and/or holidays of a bona-fide strike or labor dispute as aforesaid by contractor's employees; and/or

The first seven consecutive days or parts thereof, including Saturdays, Sundays, and/or holidays, or acts of God and/or nature as a result of which a majority of the contractor's collection trucks are rendered inoperable.

3.10 Cooperative Actions:

The successful bidder shall cooperate with Elverson Borough in the formulation of various programs that may be considered by the Borough with respect to solid waste management and other related problems, e.g., recycling problems.

3.11 Miscellaneous:

This document shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts executed and wholly performed in Pennsylvania. The headings preceding the text of the several paragraphs of this document are inserted solely for convenience of reference and shall not constitute a part of this document, nor shall they affect its meaning, construction, or effect.

3.12 Independent Contractor:

For all purposes (including, but not limited to, laws and regulations concerning employees' compensation, workers' compensation and other labor matters; the keeping of records and making of reports; and payment of taxes and contribution, etc.) it is specifically agreed that the bidder is, and at all times for the term of the contract shall be and remain, an independent contractor. Neither the bidder nor the Borough is the agent or employee of the other; and neither the bidder nor the Borough under the contract is authorized to make any representations or incur any liabilities on behalf of the other party.

3.13 Subcontracts:

The bidder shall not enter into any subcontracts for the work to be performed under the contract, either in whole or in part, without the prior written consent of the Borough.

3.14 Ambiguities:

The bidder acknowledges that (a) he or she has had a reasonable and adequate opportunity to review the description of the work to be performed, the contract documents and the locations at which the work will be performed under the contract, and (b) any ambiguities, inconsistencies, conflicts, or other issues as to the nature of the bidder's performance under the contract have been brought to the attention of the Borough and resolved.

3.15 Severability:

If any portion of the contract shall be deemed by any court of competent jurisdiction to be void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.16 Integration:

This contract forms the entire agreement of the parties with respect to the subject matter of the contract, and the contract supersedes any prior agreements or understandings between the parties.

**“APPENDIX A”
SPECIFICATION DEFINITIONS**

Definitions:

For the purposes of this invitation to bid, the following words and phrases shall have the meaning given herein.

Aluminum Cans - empty all-aluminum beverage and food containers.

Authorized Collector - a person, individual, partnership, corporation, or employer or agent thereof authorized by contract with the municipality to collect solid waste or recyclable materials from residential, commercial, and institutional properties as herein defined.

Bi-Metal Cans - empty food or beverage containers constructed of a mixture of ferrous metal, usually tin or steel, and non-ferrous metal, usually aluminum.

CCPC -Chester County Planning Commission, County of Chester, Pennsylvania.

Bulk Waste - large items of refuse including, but not limited to, appliances, large auto parts, furniture, and large trees and branches which require collection in other than conventional compactor refuse collection vehicles.

Collector or Collector/Hauler - contractor, firm, agency, or public body or employee or agent thereof who is engaged in the collection and/or transportation of solid waste

Co-Mingled Recyclable Materials - recyclable materials, collected by the contractor and then separated by the contractor rather than the householder.

Commercial Properties - all properties used for industrial or commercial purposes, provided that multiple dwelling residential buildings containing more than four (4) dwelling units, for the purposes of this Agreement, shall be treated as commercial properties.

Commonwealth - the Commonwealth of Pennsylvania

Compost - the end product from bacterial action on organic materials, such as the aerobic or anaerobic decomposition of household solid waste.

Compostable Material - organic waste, which is capable of undergoing **composting**

Composting - a microbial degradation of organic waste to produce a relative nuisance-free product of potential value as a soil conditioner.

Composting Facility - a plant, establishment, set of equipment, or other operation to produce compost.

Construction or Demolition Waste - solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, plastic, metals, asphalt substances, bricks, block, and unsegregated concrete. The term also includes dredging waste.

Container - can, mechanical bin, box, or disposable container used for storage of refuse.

Contract Year - a term of one (1) year, beginning on the date designated in the contract awarded to the successful bidder.

Contractor - a private firm awarded a contract to perform a service.

Corrugated Paper - paper products made of a stiff, moderately thick paperboard, usually containing folds or alternating ridges, commonly known as "cardboard".

County - the County of Chester, Pennsylvania

Detachable Container or Mechanical Bin - any plastic or metal container that may be mechanically lifted and emptied into the collection vehicle.

Disposal Facility - a facility which processes or acts upon solid waste so as to dispose of the material, such as a composting facility, an incinerator, a resource recovery plant, a waste-to-energy facility, or a sanitary landfill, etc.

Disposal Site - a site, location, tract of land, area, or premises used or intended to be used for solid waste disposal.

Dual-stream Recycling: Commingled or mixed recyclable containers (e.g. aluminum and steel cans, glass bottles, plastic bottles, etc.) collected and processed as a separate "streams" from paper or fiber materials (e.g. newspaper and mixed paper such as envelopes, junk mail, etc).

Dump - a site for the consolidation of waste from one or more sources with little or no management.

Extra Service Bag - a thirty- (30) gallon bag purchased from the contractor to facilitate collection of leaf waste and grass clippings. The extra service bag will act as proof of payment by the resident for the collection service in excess of the weekly contracted maximum amount.

Farm Property - a parcel or parcels of land devoted to agriculture either to raising crops, livestock, poultry, or pasture.

Freon Containing Appliances or Appliances Containing Freon - refrigerators, window air conditioners, dehumidifiers, and other appliances which contain Freon gas.

Garbage (food waste) - animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods. It does not include wastes from industrial processing or manufacturing of food products, bodies of dead animals, or human or animal excrement.

Glass - products made from silica or sand, soda ash, and limestone; the product may be clear or colored and used as a container for packaging or bottling of various matters. Expressly excluded are non-container glass, window or plate glass, light bulbs, blue glass, and porcelain and ceramic products.

Governing Body - elected officials of the municipality.

Grass Clippings - the material bagged or raked during or after cutting of a lawn, field, or similar grassed area. Leaf waste that contains grass clippings shall be considered grass clippings.

Hazardous Waste - solid waste that is especially harmful or potentially harmful to public health as defined in the Pennsylvania Solid Waste Management Act (Act 97). This shall include, but not be limited to, explosives, toxic materials, and medical wastes. For purposes of this agreement,

"Hazardous waste" does not include small quantities of such waste available on a retail basis to the homeowner (e.g., aerosol cans, pesticides, fertilizers, etc.).

High Grade Office Paper - all types of white paper, bond paper, and computer paper used in commercial, institutional, and municipal establishments, and in residences.

Incinerator - an enclosed device using controlled combustion for the primary purpose of thermally breaking down solid waste, and which is equipped with a flue.

Landfill- a land disposal site for the disposal of solid waste; see also "Sanitary Landfill".

Leaf Waste -leaves, garden residue, shrubbery and tree trimmings, and other yard waste, but does not include grass clippings.

Magazines and Periodicals - printed matter containing miscellaneous written pieces published in fixed or varying intervals. Such matter typically has a "gloss" or "shine,"

added to the paper. Expressly excluded are all other paper products of any nature whatsoever. Magazines and periodicals constitute household solid waste for the purposes hereof.

Mixed Paper - all types of paper combinations such as colored paper, carbonless forms, ledger paper, paper envelopes, mixtures of high grade office paper, and the like.

Municipality - a unit of local government or the area encompassed by such a unit, including a borough or Borough.

Municipal Facilities - shall mean the buildings, land, and other facilities owned or controlled by the municipal government, such as the Borough municipal building or borough hall, police station, municipal garage, firehouse, park facilities, etc.

Municipal Solid Waste (MSW) - garbage, refuse, industrial, lunchroom, or office waste and other material, including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial, or institutional establishments and from community activities.

Newspaper - paper of the type commonly referred to as newsprint.

Operator - any person who manages any solid waste storage, transfer, processing, or disposal operation.

PADEP - Pennsylvania Department of Environmental Protection

Person - any individual, firm, partnership, corporation, cooperative enterprise, trust, federal institution or agency, state institution or agency, municipality, other governmental agency or any other entity or any group of such persons which is recognized by law and is subject of rights and duties.

Plan - Chester County Solid Waste Management Plan of which Elverson Borough is a part.

Plastic Containers - empty plastic food and beverage containers. Due to the large variety of plastics, the Borough shall stipulate the specified types of plastics, which may be recycled.

Private Collector/Hauler - a collector or contractor awarded a contract to provide waste collection and waste hauling and disposal services to residential, commercial, and/or institutional properties on a private contract basis.

Processing Facility - a plant, establishment, set of equipment, or other operation, which processes, handles, or otherwise modifies the materials provided to it.

Recyclable Materials - Materials that may be processed or re-fabricated for re-use and which are specified by the municipality for separation from the regular solid waste. Such materials may include, but not be limited to, aluminum products, ferrous containers, bi-metal containers, glass containers, newspapers, magazines and periodicals, plastic containers, and yard wastes.

Recycling - the collection, separation, recovery, and sale or reuse of metals, glass, paper, plastics, and other materials, which would otherwise be disposed or processed as municipal waste.

Recycling Center - a facility established to receive, process, store, handle, and ship recyclable materials.

Refuse - all solid wastes and shall include, but is not limited to, garbage, ashes, bulk waste, and rubbish; except that refuse shall specifically exclude body wastes (exclusive of disposable diapers), and hazardous wastes.

Regulations - the Municipal Solid Waste Regulations developed and adopted by any municipality to govern the separation, storage, collection, recycling, transportation, processing, and disposal of municipal solid waste.

Residence - an occupied single or multi-family dwelling having up to four dwelling units per structure, or each unit in a multi-family structure if the dwelling units are individually owned and have separate entrances.

Residential Property - property used as dwelling, including buildings having up to four (4) dwelling units in one building. Multiple dwelling residential buildings containing more than four (4) dwelling units, unless these units are individually owned and have individual entrances, for purposes of this Agreement, shall be treated as commercial properties.

Residential Solid Waste – ordinary trash or solid waste generated by a residential household.

Residue - solid materials remaining after burning, including, but not limited to, ashes, metals, glass, ceramics, and unburned organic substances.

Resource Recovery Facility - a plant, establishment, set of equipment or other operation that recovers useful materials and/or products, including heat, electricity, and/or recyclable materials from otherwise waste materials.

Rubbish - solid waste exclusive of garbage (e.g., non-recyclable glass, metal, paper, plastic, and non-compostable plant material, wood, or non-putrescible solid waste).

Salvage Operation - any business, trade, or industry engaged in whole or in part in salvaging or reclaiming any product or material, including, but not limited to, automobiles, metals, chemicals, shipping containers, or drums.

Salvaging - controlled removal of reusable materials at a salvage operation.

Sanitary Landfill- PADEP-approved method of disposing refuses on land without creating nuisances or hazards to the public health or safety. This is done by confining refuse to the smallest practical volume, and covering it with a layer of earth at the conclusion of each day's operation or at such more frequent intervals as may be necessary.

Scavenging - uncontrolled or unauthorized removal of solid waste materials.

Single-stream Recycling: paper and container recyclables collected and processed mixed or combined together (e.g. cans, bottles, plastics, and paper and other designated materials).

Solid Waste - waste, including, but not limited to, municipal, residual, or hazardous wastes, including solid, liquid, semisolid, or contained gaseous materials.

Solid Waste Management - the purposeful systematic control of the storage, collection, transportation, processing, and disposal of solid waste.

Source Separation - the separation and storage at the source where created or generated, of materials which are to be recycled.

Source Separated Recyclable Materials - materials that are separated from municipal waste at the point of origin for the purpose of recycling.

SWMA - Pennsylvania Solid Waste Management Act, Act No. 97, P.L. 380, Pa Stat. 53, Sec. 6018.101- 1003.

Trash - ordinary residential household or commercial solid waste.

Waste - material whose original purpose has been completed and which is directed to a disposal or processing facility or is otherwise disposed. The term shall not include source separated recyclable materials.

Waste-to-Energy Facility - a plant, establishment, set of equipment, or other operation, which converts wastes to usable energy forms, such as the incineration of municipal solid waste to produce steam and electricity.

Wheeled Receptacle - a ninety (90) to one hundred ten (110) gallon capacity plastic mobile cart with molded wheels, plastic lid with Snap-On hinge, steel pick-up bar, and molded-in handle for easy movement of the cart by residents, supplied by the successful bidder at the request of the resident.

Yard Waste - grass clippings, weeds, leaves, and general yard and garden wastes