

TOWNSHIP OF EAST CALN SOLID WASTE COLLECTION, DISPOSAL & RECYCLING PROGRAM

INSTRUCTIONS TO BIDDERS AND CONTRACT PROVISIONS

1. RECEIPT AND OPENING BIDS:

The Township of East Caln (the "Township") invites qualified bidders to submit bids for the collection, transportation and disposal of garbage, trash, and other refuse ("Trash Disposal") and for the operation of the Township Recycling Program in accordance with the attached specifications. Bid packages which include the bid proposal form, specifications and contract form may be secured from the Township Office located at 110 Bell Tavern Road, Downingtown, Pennsylvania 19335, between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday. Bid packages are also available on line at East Caln Township.com No bids will be accepted after 10:00 A.M. **Monday, October 19, 2020**. Bids will be opened and publicly read at 1:30 P.M. on the same date at the East Caln Township Building 110 Bell Tavern Road, Downingtown Pa 19335.

2. PREPARATION OF BID:

Bids must be submitted on the Township provided bid proposal form. All blank spaces for bid prices and information must be completed in ink or typewritten, and prices must be in both words and figures. Each bid must be enclosed in a sealed envelope bearing on the outside the name and address of the bidder, and clearly identified in the upper left hand corner of the envelope, "Solid Waste Collection, Disposal, & Recycling Program Bid". If submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Township office, 110 Bell Tavern Road, Downingtown, PA 19335.

3. QUALIFICATION OF BIDDER:

The Township may make such investigations as are deemed necessary to determine the ability of the bidders to perform the work according to the requirements of all applicable laws and regulations. If requested, the bidder shall furnish to the Township all available and relevant information for this purpose. The Township reserves the right to reject any bid if the information submitted by the bidder or the Township's investigation results in the Township's conclusion that the bidder is not qualified to properly carry out the obligations of the contract.

4. BIDDER'S OBLIGATIONS:

The bidder is presumed to have examined all of the documents, laws and regulations pertaining to the bid. The Township assumes the bidder's bid is made with full knowledge and understanding of the same, including each and every condition of the contract. All bids are required to be valid for sixty (60) days from the bid opening.

5. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:

The contract will be awarded to the lowest responsive and responsible bidder (the "Successful Bidder"). In awarding bid, the Board of Supervisors shall have the right to take into consideration the following factors in addition to price:

- a. The character, integrity, reputation and judgment of the bidder;
- b. Compliance of the bidder with the requirements of all applicable laws and regulations including compliance with the Chester County Solid Waste Authority's rules and regulations at the Lanchester Landfill;
- c. any conditions of the bid;
- d. The ability, capacity, experience and skill of the bidder to perform the contract and the quality of references provided by the bidder's existing customers.

Notwithstanding the foregoing, the Board of Supervisors reserves the right to (1) reject any bid and all bids, (2) advertise for new bids, and (3) waive technical defects in bids, all without liability of any kind to any bidder.

6. BID CHANGES & WITHDRAWAL:

The Township will not accept any additions, changes, modifications, or alterations to bids after 10 A.M. on the day of the bid opening. Nonconforming bids will be rejected unless the Board of Supervisors deems such nonconformity to be technical and non-substantive.

Any bidder may withdraw their bid after bid opening pursuant to the procedure and regulations of Act 4 of 1974. "*Substantially lower bid*" when used in the Act shall be defined in these Instructions as 25% lower than the next lowest bid.

7. BID SECURITY:

Each bid must be accompanied by cash, certified check or a bid bond, payable to the Township of East Caln, in the amount of \$ 1,000.00 (the "Bid Security"). The Bid Security shall be forfeited to the Township if the Successful Bidder does not execute the contract within 20 days of the Notice of Award. The Bid Security of unsuccessful bidders shall be returned to each such bidder. The Bid Security of the Successful Bidder shall be returned upon execution of the contract and delivery of bond with surety as provided hereinafter.

8. BIDDER'S OBLIGATION TO ENTER INTO CONTRACT AND TO PROVIDE BOND WITH SURETY: CONSENT OF SURETY:

The Successful Bidder shall, within 20 days from the Notice to Award, enter into the written contract with the Township which contract shall incorporate by reference these Instructions to Bidders and Contract Provisions and thereby include the terms thereof. The Successful Bidder shall post bond (the "Bond") in the amount of 50% of the total cost (the "Total Cost") of the contract. The Total Cost of the contract shall be calculated by multiplying the number of single family residential units (Section 11), times the number of collections per week for both Trash Disposal and Recycling, times 52, times the number of years of the contract, times the Unit Price for disposal and/or collection of the contract. The Bond shall be conditioned upon the satisfactory performance of the contract by the Successful Bidder. The

Bond shall include a consent of surety executed by a surety company licensed by all governmental agencies having jurisdiction to engage in such business in Pennsylvania. The consent of surety shall state that the surety agrees to furnish the Bond conditioned upon such satisfactory performance.

9. POWER OF ATTORNEY:

Any attorney-in-fact for a surety company shall supply written evidence of his or her power to bind such company.

10. COMPLIANCE WITH APPLICABLE LAWS REGULATIONS AND ORDINANCES:

The Successful Bidder (hereinafter "Contractor") shall comply with all applicable laws, regulations and ordinances of any governmental entity or agency having jurisdiction over the subject matter of the contract, and the documents executed in connection therewith.

11. NUMBER OF PICK-UPS/COLLECTION:

There are 1180 single family residential dwellings within the Township as of September 2, 2020. Additional pick-ups/collection shall be included into the contract upon written notice by the Township.

12. DISPOSAL SITES FOR TRASH DISPOSAL

Disposal sites for Township refuse shall be licensed by the Department of Environmental Protection of the Commonwealth of Pennsylvania and/or by such other governmental agency(ies) having jurisdiction over the licensing and operations of such facilities. Initially, the Contractor shall dispose of Township refuse collected under this contract at the Lanchester Landfill (owned by the Chester County Solid Waste Authority) unless and until authorized by the Board of Supervisors to use other sites. This authorization must be by majority vote of the Supervisors at a public meeting.

13. TIPPING FEES:

The Township shall be responsible for the payment of the landfill tipping fees.

14. INSURANCE AND SAFETY:

Contractor shall maintain for the duration of the contract (and for such longer period of time as may be necessary to accomplish the stated objectives of this section) comprehensive general vehicular and non-vehicular general public personal injury and property damage liability insurance written by carriers duly licensed and authorized to do business in the Commonwealth of Pennsylvania, including medical payments insurance, in the amounts hereinafter designated, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with each and every one of the activities encompassed by Trash Disposal, the Recycling Program and the terms of this contract (the "Liability Insurance").

CONTENTS OF INSURANCE POLICIES:

The Liability Insurance must provide that:

- a. The Township is a co-insured, named insured or additional insured, as shall be appropriate, in order to effect the terms of this section.
- b. Coverage pertains to and insures against the acts or omissions of the Contractor, the Contractor's agents, servants, workmen, employees, subcontractors and assignees.
- c. The Township is indemnified and saved harmless from and against all manner of claims of any nature whatsoever arising from the Trash Disposal and Recycling Program, including attorneys' fees.
- d. The insurance coverage may not be changed, suspended or canceled until 45 days after notice of the proposed change, suspension or cancellation has been mailed to the Township via certified or registered mail, return receipt requested. Except to the extent necessary to protect the Township, the defense of governmental immunity shall be waived with respect to the Trash Disposal and Recycling Program.
- e. The public Liability Insurance shall have limits of not less than \$1,000,000 for each occurrence for bodily injury and not less than \$500,000 for each occurrence for property damage. There shall be no annual aggregate limit.

ADDITIONAL INSURANCE: In addition to the Liability Insurance, Contractor shall maintain Workmen's Compensation insurance for all persons within Contractor's employ.

EVIDENCE OF INSURANCE: Prior to or contemporaneously with the execution of the contract, Contractor shall deliver to the Township copies of all insurance policies required hereunder, together with certificates of insurance certifying that the premiums for said policies have been fully paid, and that the policies will not be changed or suspended or canceled by the insurance companies without the 45 days prior written notice hereinbefore recited.

INSURANCE DEFAULT: In the event any insurance policy shall be changed, suspended or canceled in any manner which results in failure to meet the minimum insurance requirements set forth herein, the Contractor shall be deemed to be in default and the Township may terminate this contract and/or purchase such insurance or any part thereof, either with or without including the Contractor as an insured, and the cost of such termination (including damages) and/or the cost of such insurance shall be due and payable from Contractor and Contractor's Bond required pursuant to the provisions of Section 8 hereof.

15. SUBCONTRACTING AND ASSIGNMENT:

Contractor shall not assign or subcontract, by power of attorney or otherwise, any part of the Contract without the prior written consent of the Board of Supervisors of the Township. Contractor shall provide to the Board of Supervisors, in writing, the name and address of the subcontractor or assignee, the portion of the Trash Disposal or Recycling Program the subcontractor or assignee is to perform or the material to be furnished, and such other information as the Board of Supervisors may require. Contractor shall not legally or equitably assign any of the money payable under the contract without the written consent of the Board of Supervisors. The Contractor shall not be released from any liabilities or obligations under the contract should any subcontractor or assignee fail to perform in a satisfactory manner the work undertaken. The Board of Supervisors may impose any conditions or requirements upon the subcontractor or assignee deemed advisable by the Board, including additional or substitute bonding.

16. PAYMENTS:

The Township will pay the Contractor monthly an amount equal to the Unit Price times the number of pick-ups/collection for that month less any penalties assessed. Payment will be made by the 25th of each month following the previous month's work provided Contractor's monthly invoice is accompanied by the original, or a true copy, of the weight slips issued by the authorized disposal site(s) for the material collected under this contract.

17. TERM OF CONTRACT:

Bids are being accepted for a contract term of five years. The Contractor shall begin work under the contract on January 1, 2021.

18. CONDITIONS UNDER WHICH CONTRACT MAY BE CANCELED OR TERMINATED BY THE BOARD OF SUPERVISORS:

If work under the contract shall be abandoned by the Contractor, or if the contract shall be assigned or the work subcontracted by Contractor other than as herein specified, or if the contractor is found to have co-mingled refuse not collected under the contract with refuse collected under the contract, or if the insurance required by Section 14 hereof is not maintained, or if at any time the Board of Supervisors shall be of the opinion, and so certify in writing (which certification shall be final, binding, and conclusive on the contractor) that the performance of the contract is being unnecessarily or unreasonable delayed, or that the Contractor is violating any of the conditions or covenants of the contract, or the specifications thereof, or is executing the same in bad faith, or not in accordance with the terms thereof, ("Contractor's Default"), the Board of Supervisors may cancel or terminate the contract without any liability to Contractor by written notice, to be served upon the Contractor either personally or by registered or certified mail return receipt requested. The Board of Supervisors shall thereupon have the power and is hereby authorized to charge against Contractor and Contractor's Bond the amount of any monetary loss to the Township, including any increase in the cost of Trash Disposal or Recycling incurred by the Township for the duration of the contract term. Cost as used herein shall include any and all costs, fees, charges or expenses, including reasonable attorneys' fees incurred by the Township as the result of the Contractor's Default.

19. REFERENCES

Bidder shall provide a complete list of municipal customers in Pennsylvania and provide contact information for each. The Township reserves the right to contact any or all of said customers. (Bidders submitting incomplete lists may be determined to be non-responsive and may be rejected.)

SPECIFICATIONS

DEFINITIONS

Bulk Waste - Stoves, water tanks, washing machines, mattresses, furniture and similar waste materials, specifically excluding Construction Debris, electronics such as computers and televisions, automotive parts, batteries, tires, items containing C.F.C.s and H.C.F.C.s (refrigerators, dehumidifiers, and air conditioners), Dead Animals, Hazardous Waste or Stable Matter.

Bell Tavern Park – Bell Tavern Park is located at 107 Bell Tavern Road, Downingtown, Pa 19335 directly across from the Township building entrance driveway.

Bulk Waste Pick Up - A Bulk Waste Pick Up shall consist of one (1) of the Bulk Waste items listed above or two (2) extra bags. This does not include items which weigh more than 250 pounds or that exceed seven (7) feet in length, subject to the definition of “Furniture” provided herein.

Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container- See Recycling and Refuse Containers

Contract Documents - The East Caln Township Solid Waste Collection and Disposal Instructions to Bidders and Contract Provisions, Specifications, Proposal, and Bond.

Contractor- The persons, corporations or partnerships performing Trash Disposal and/or Recyclable Collection under contract with the Township.

Dead Animals- Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.

Designated Processing Center - The site designated by the Township to receive and process all Recyclables.

Furniture- For the purpose of Bulk Waste Pick Up the total of all furniture items shall not weigh more than 250 pounds and no item shall exceed seven (7) feet in length.

Garbage- Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packaging, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or

other animal or vegetable matter including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents; except (in all cases) any matter included in the definition of Bulk Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or other governmental agency having jurisdiction to be "hazardous" as that term is defined by or pursuant to Federal, State, County or Township law, regulation or ordinance.

Pick-ups/Collection - Each structure where the contractor is required to provide service pursuant to the Contract, i.e. each Single Family Residential Dwelling Unit within the Township as defined herein.

Recyclables - Newsprint, junk mail, magazines and telephone books; aluminum cans; PET and HDPE plastic bottles and jugs (#1 - #7), and glass bottles and jars (green, brown and clear).

Recycling Containers – A molded plastic container of at least 95 gallon capacity, with self-latching lid and two wheels provided for storage of Recyclables at a Single Family Residential Dwelling Unit.

Refuse - This term shall refer to Residential Refuse and Bulk Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires. 5 gallon capacity, with self-latching lid and two wheels provided for the storage of Residential Refuse at a Single Family Residential Dwelling Unit.

Residential Refuse - All Garbage and Rubbish generated at a single family residential unit.

Rubbish - All waste wood, wood products, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definitions of Bulk Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste and Stable Matter.

Single Family Residential Dwelling Unit- A building within the Township designed for or occupied exclusively as a residence for only one family including townhouse units.

Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Township - Township of East Caln, Chester County, Pennsylvania

Woodmont North Condominiums – The Woodmont North Condominiums are located along Rt. 113 with entrance at Winding Way, Downingtown Pa., 19335 with two (2) areas for Roll off container placement as designated by the Woodmont North Management Company.

COLLECTION OPERATION

Services Provided

1. Residential Refuse

a. Contractor shall provide each Single Family Residential Dwelling Unit with a new Refuse Container. Contractor shall be responsible for maintaining said containers in proper working condition.

b. Contractor shall provide curbside collection service, twice each week, for collection of Residential Refuse generated at all Single Family Residential Dwelling Units within the Township. All Residential Refuse must be in the Refuse Containers provided by the contractor.

c. All Residential Refuse collected under this contract shall be disposed of at the authorized disposal site(s). Accompanying Contractor's monthly invoice shall be the weight slips provided by the disposal site.

2. Bulk Waste Pick-up

Contractor shall provide each Single Family Residential Dwelling unit with one (1) Bulk Waste Pick-up per month. Said Pick-up shall be scheduled for the Third Thursday of each month with exception of holidays falling on said Thursday then pick-up day will be the third Friday of that month. January of each year will have two (2) bulk pickups the 2nd Thursday and the 3rd Thursday. These dates are to be used also for Christmas tree pickups.

3. Leaf Collection

Contractor shall provide each Single-Family Residential Dwelling Unit with six (6) leaf collections annually, four (4) in the Fall and two (2) in the Spring. The dates of these collections shall be established by the Township.

- a. Leaves shall be in biodegradable bags which when full do not weigh more than 50 pounds and placed at the curbside.
- b. Township shall determine the leaf collection dates.
- c. Leaves shall be delivered to the compost facility located at the Chester County Solid Waste Authority's Lanchester Landfill.

4. Recyclables

Contractor shall provide each Single Family Dwelling Unit with a new 95 gallon recycle toter.

Recyclables commingled as determined by the Township. The Contractor shall collect the designated Recyclables from each Single Family Residential Unit once each week. The collection day shall be a day on which solid waste refuse is collected in the Township. The Township shall be the owner of the Recyclables collected. However the Contractor shall be responsible for the separation of the Recyclables, if applicable, as they are collected and that they are not contaminated with non-recyclables during the time the Recyclables are the Contractor's responsibility. The Contractor shall transport the Recyclables to the Designated Processing Center selected by the Township. The incoming Recyclables shall be visually inspected and weighed by the Designated Processing Center operator prior to the Contractor off-loading the material into the designated area. The Contractor shall provide the Township each month with weight slips from the Designated Processing Center for the Recyclables delivered to the Center. Township shall be responsible for all costs charged by the Designated Processing Center for the recycling of the material. The Processing Center shall be designated by the Township.

All Recyclables shall be prepared for collection in the following manner:

Co-Mingled: Newspapers, junk mail, magazines, telephone books, glass bottles and jars (green, brown and clear), steel and bimetal cans, aluminum cans, PET and HDPE plastic bottles and jugs with the numbers 1-7 lids removed and cleaned shall be placed in the Recycling Container.

Location of Containers & Bundles for Collection

Each Refuse Container, Recycling Bin or bulk item shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to the paved or traveled roadway. Containers and items shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians, including sight obstruction. **After Contractor empties the Container(s), said Container(s) shall be placed off the paved cartway, in an up-right position with the lid closed.**

Collection Days

**Refuse Collection days shall be on Mondays and Thursdays.
Recycling Collections shall be on Thursdays.**

Hours of Operations

Collection and pick-ups under the contract shall be only during weekdays and shall not start before 6:00 a.m. or continue after 6:00 p.m. of the same day. Exceptions to collections hours shall be effected only upon the mutual agreement of the Township and Contractor or when Contractor reasonably determines that an exception is necessary in order to complete collection for reason beyond Contractor's reasonable control.

Holidays

The following shall be holidays for purposes of the contract: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of these holidays by suspension of collection services on any holiday. Collection shall be made on the next business day.

Complaints

a. Contractor shall give prompt and courteous attention to all complaints. In the case of alleged missed scheduled collections, Contractor shall determine if such allegations are accurate and if so, arrange for collection of the refuse not collected the first weekday following the day the complaint was received.

b. Contractor shall establish and maintain a toll-free telephone number which residents or officials of the Township of East Caln may use to contact the collector for questions, problems or complaints between the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, except on those holidays specified by Contractor pursuant to the "Holiday" provisions hereof.

Penalties

Missed Collections

For each missed collection Contractor does not complete, the Township may impose a penalty of \$25.00 for each Single Family Residential Dwelling Unit per day (including Saturdays and Sundays, although Contractor shall not in any case collect trash on those days). The Township may deduct said penalties and the applicable number of Unit Prices from the monthly invoicing for completed trash collection. If a missed collection is not resolved within seven (7) days to the satisfaction of the Township, the Township may collect or (cause to be collected) the refuse and charge (or deduct, as aforesaid) all costs, fees and expenses incurred by the Township in connection with collection. Nothing herein shall prevent or deny the Township from canceling the contract in accordance with the contract terms.

Containers

If any Container after being emptied is not placed off the paved cartway, in an up-right position with the lid closed the Township may impose a penalty of \$25 per Container. The Township may deduct said penalties from the monthly invoicing for completed trash collection after providing the Contractor with a written notice including the addresses where the Container was not returned as required.

Conduct

a. The Contractor is expected to hire competent employees to carry out the requirements of the contract. Further, the Contractor shall appropriately discipline any employee who in the performance of the contract:

1. is intoxicated,
2. uses loud, profane, vulgar or obscene language,
3. solicits gratuities or tips from the public for services to be performed hereunder,
4. refuses to collect or handle refuse as required and defined herein, intentionally or recklessly,

5. damages or destroys containers, or other property,
6. intentionally or recklessly scatters or spills refuse,
7. intentionally or recklessly disregards safety and sanitary requirements or engages in any act which may constitute a public nuisance, disorderly conduct or violation of law.

Equipment

a. Contractor shall provide an adequate number of vehicles, with trained operators, for regular collection services. All vehicles, bins and other equipment shall be kept in good repair, appearance and in a good sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

b. Only vehicles specifically designed for the collection of refuse and recycling shall be used and employed in the performance of the contract. Contractor will specify the make, size, manufactured year and the number of vehicles Contractor proposes to utilize. The Township shall have the right to approve or disapprove of the equipment.

**TOWNSHIP OF EAST CALN
SOLID WASTE COLLECTION & DISPOSAL
CONTRACTOR'S PROPOSAL**

PROPOSAL FORM

PROPOSAL OF _____
(NAME OF BIDDER)

(ADDRESS)

1. The Bidder agrees to furnish and deliver all equipment and labor to perform all work as set forth in the "Solid Waste Collection & Disposal, and Recycling Program Instructions to Bidders and Contract Provisions."
2. If awarded the contract, Bidder will begin collection and disposal of Solid Waste as of the first week of January, 2021
3. Accompanying this proposal is a certified check or bid bond in the amount of \$1,000 made payable to East Caln Township, as required under Section 7. BID SECURITY in the "Instructions to Bidders and Contract Provisions".
4. The Bidder certifies: (a) that the person(s) who have an interest in Bidder's business including employees, are:

- (b) None of the above named persons are officials, representatives or employees of East Caln Township.
- (c) This proposal is made without present or known future participation by any other person, firm, corporation or partnership.

SCHEDULE OF PRICES

The "UNIT PRICE" shall mean the charge to the Township for each Single Family Residential Dwelling Unit for each collection pursuant to the contract.

SOLID WASTE COLLECTION #1

The following price will include the total cost to provide the equipment, labor and material, including providing each Single Family Residential Dwelling Unit with the specified Refuse Container for collection services in accordance with the East Caln Township Solid Waste Collection & Disposal Contract Documents.

	UNIT PRICE	ANNUAL PRICE
		Unit Price X 1180 Units X 104 Collections for Trash Disposal
For the Year 2021	\$ _____	\$ _____
For the Year 2022	\$ _____	\$ _____
For the Year 2023	\$ _____	\$ _____

For the Year 2024 \$ _____ \$ _____

For the Year 2025 \$ _____ \$ _____

TOTAL 5 YEAR \$ _____

SOLID WASTE COLLECTION BELL TAVERN PARK # 2

The following price will include the total cost to provide the equipment, labor and material, including providing 14 Units at Bell Tavern Park located at 107 Bell Tavern Road, Downingtown, Pa 19335 with the specified Refuse Container for collection services in accordance with the East Caln Township Solid Waste Collection & Disposal Contract Documents.

	UNIT PRICE	ANNUAL PRICE Unit Price X 14 Units X 104 Collections for Trash Disposal
For the Year 2021	\$ _____	\$ _____
For the Year 2022	\$ _____	\$ _____
For the Year 2023	\$ _____	\$ _____
For the Year 2024	\$ _____	\$ _____
For the Year 2025	\$ _____	\$ _____

TOTAL 5 YEAR \$ _____

Total Bid for Items #1 & 2 \$ _____

RECYCLING PROGRAM RESIDENTIAL # 3

The following price will include the total cost to provide the equipment, labor and material for curbside collection of Recyclables at all Single Family Residential Units within the Township, with the Township retaining ownership of Recyclables, and transport Recyclables to the Designated Processing Center. Collection shall be scheduled once each week on the day designated by the Township.

UNIT PRICE ANNUAL PRICE

Unit Price X 1180 Units X 52 for

	Recycling
For the Year 2021 \$ _____	\$ _____
For the Year 2022 \$ _____	\$ _____
For the Year 2023 \$ _____	\$ _____
For the Year 2024 \$ _____	\$ _____
For the Year 2025 \$ _____	\$ _____
TOTAL 5 YEAR \$ _____	

RECYCLING PROGRAM WOODMONT NORTH CONDOMINIUMS #5

The following price will include two (2) 8 cubic yard roll off containers at the Woodmont North Condominium Site Pick –up scheduled twice each week as designated by Township.

UNIT PRICE	ANNUAL PRICE
	Unit Price X 2 Units X 208 for Recycling
For the Year 2021 \$ _____	\$ _____
For the Year 2022 \$ _____	\$ _____

For the Year 2023 \$ _____ \$ _____

For the Year 2024 \$ _____ \$ _____

For the Year 2025 \$ _____ \$ _____

TOTAL 5 YEAR \$ _____

***TOTAL CONTRACT PRICE FOR ALL ITEMS** \$ _____

THE FOLLOWING EQUIPMENT WILL BE USED TO CARRY OUT THE DUTIES OF THIS CONTRACT:

VEHICLE #1

MAKE:

YEAR:

SIZE:

VEHICLE #2

MAKE:

YEAR:

SIZE:

VEHICLE #3

MAKE:

YEAR:

SIZE:

VEHICLE #4

MAKE:

YEAR:

SIZE:

THIS SHEET IS TO BE USED AS FOLLOWS: ADDITIONAL SHEETS CAN BE ADDED.

LIST ALL PENNSYLVANIA MUNICIPAL CONTRACTS AWARDED TO YOUR FIRM:

MUNICIPALITY	CONTACT NAME	PHONE
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1.

2.

3.

4.

- 5.
- 6.
- 7.

PROPOSAL SUBMITTED BY:

(FIRM)

BY:

Title: Seal

WITNESSED OR ATTESTED BY:

Title:

(SEAL)

AFFIDAVIT OF NON-COLLUSION

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER

:

_____ being first duly sworn, deposes and
says that he is _____ of _____

the party making the foregoing proposal or 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 or collusion, or communication or conference with any person, to fix the bid

price of affiant 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 against the Municipality or any person interested in the proposed contract; and that all statements contained in said proposal or bid is true; and, further, that such bidder has not, directly or indirectly, submitted this bid, or the contents hereof, or divulged information or data thereto to any association or to any member or agent thereof.

**Sworn to and subscribed
before me this _____ day
of 2020.**

Notary Public

BIDDER’S AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER :

_____ being first sworn deposes and says

that he resides at _____

that he is the _____ of _____

who signed the above proposal or bid, that he was duly authorized to sign on their behalf, and that the bid is the true offer of the bidder that the seal attached is the seal of the bidder and that all the declarations and statements contained in the bid are true to the best of his

knowledge and belief.

SEAL

**Sworn to and subscribed
before me this _____ day
of 2020.**

Notary Public

**TOWNSHIP OF EAST CALN
SOLID WASTE COLLECTION, DISPOSAL &
RECYCLING PROGRAM
CONTRACT**

This Agreement made this ____ day of _____, 2020, by and between

_____ ("Contractor") and the Township of East Caln, Chester County, Pennsylvania ("Township").

WITNESSETH:

WHEREAS, Contractor is the Successful Bidder as defined in Township's Solid Waste Collection, Disposal, & Recycling Program Instruction to Bidders and Contract Provisions ("Instructions and Provisions"), and

WHEREAS, Contractor has read and completely understands and agrees to the terms of the Instructions and Provisions, and

WHEREAS, Contractor has agreed to perform the Trash Disposal and Recycling Program for Township residents as set forth in the Instructions and Provisions, Contractor's Proposal, and Bond ("the Contract Documents"), all of which are incorporated by reference into this contract in their entirety.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby accept, ratify and agree to the terms of the Contract Documents and Contractor shall provide Solid Waste Collection, Disposal & Recycling pursuant to the Contract Documents during the period January 1, 2021 through December 31, 2025.

Contractor

BY:

Title: SEAL

WITNESSED OR ATTESTED BY:

Title:
(SEAL)

EAST CALN TOWNSHIP

BY:

Donald P. Ash, Chairman

ATTESTED:

Barbara M. Kelly, Secretary