

**BOROUGH OF SWARTHMORE**

**BULLETIN NO. 1**

**TO**

**SPECIFICATIONS FOR**

**COLLECTION AND DISPOSAL OF  
RESIDENTIAL REFUSE AND BULK TRASH**

**AND**

**COLLECTION AND DISPOSAL OF  
RESIDENTIAL RECYCLABLE MATERIALS**

BULLETIN No. 1:

Renewal of the Contract for years two and three shall be at the mutual election of the Borough and the Contractor. If the Borough desires to extend the Contract beyond year one, the Borough shall notify the Contractor in writing by July 31<sup>st</sup> of the current term. Within fifteen (15) days after receipt of any such notice from the Borough, Contractor shall notify the Borough in writing of its election to renew the Contract for such additional year or to terminate the Contract at the expiration of the current term. If Borough elects to extend the Contract and Contractor shall fail to notify the Borough of its election within the fifteen (15) day period, then the Contract shall be deemed to have been extended for the year in accordance with the Borough's election.

This Bulletin No. 1 shall supersede the provisions of the Specifications which state that the extending the term for renewal years shall be at the Borough's sole option.

**BOROUGH OF SWARTHMORE**

**SPECIFICATIONS FOR  
COLLECTION AND DISPOSAL OF  
RESIDENTIAL REFUSE AND BULK TRASH  
AND  
COLLECTION AND DISPOSAL OF  
RESIDENTIAL RECYCLABLE MATERIALS**

**BIDS DUE**

Wednesday, August 17, 2022  
9 a.m.

Borough of Swarthmore  
121 Park Avenue  
Swarthmore, PA 19081  
Telephone: (610) 543-4599  
Fax: (610) 543-1833  
[wwebb@swarthmorepa.org](mailto:wwebb@swarthmorepa.org)

**A. ADVERTISEMENT**

**BOROUGH OF SWARTHMORE**

Sealed bids will be received by the Borough of Swarthmore at the Swarthmore Borough Hall, 121 Park Avenue, Swarthmore, PA 19081, until 9:00 a.m. on Monday, August 15, 2022 at which time they will be publicly opened and read for the provision of:

**COLLECTION AND DISPOSAL OF RESIDENTIAL REFUSE, BULK TRASH, RECYCLING, AND  
YARD WASTE**

Bids must be made on the forms furnished by the Borough and must be accompanied by a certified check or bid bond issued by a Surety licensed to conduct business in the Commonwealth of Pennsylvania, in the amount of at least ten percent (10%) of the total price bid, made payable to the Borough of Swarthmore and shall be valid and binding for a sixty (60) day period after the date of the opening of the bids.

Award of Contract, if a Contract is awarded, will be to the lowest responsible Bidder, but the Borough reserves the unqualified right to reject any or all bids and to waive any informalities in the bids. Bidders may bid on any combination of proposals shown on the bid sheet **except if bidding on recycling, bidders are required to bid on both Option 1 and Option 2**. In analyzing the bids and awarding the Contract, the Borough may take into consideration any of the alternates in any combination as shown on the official Bid Sheet. The Borough reserves the right to award separate contracts to different bidders for refuse collection and recycling and yard waste collection or to award to one bidder on the basis of such bidder's combined bid.

Proposal forms and specifications are obtainable from the Borough office Monday through Thursday between the hours of 8:00 a.m. and 5:00 p.m. or by e-mail at [wwebb@swarthmorepa.org](mailto:wwebb@swarthmorepa.org). There is no charge for office pick-up or electronic delivery of forms and specifications. Questions may be addressed to [wwebb@swarthmorepa.org](mailto:wwebb@swarthmorepa.org), 610-543-4599 (phone) or 610-543-1833 (fax).

There will be an optional pre-bid meeting on Thursday, July 21, 2022 at 10:00 a.m. at Swarthmore Borough Hall.

William E. Webb  
Borough Manager

**B. INSTRUCTION TO BIDDERS**

**1. BIDDER'S RESPONSIBILITY:**

Before submitting a proposal, each Bidder shall carefully examine and become familiar with all of the attached forms, instructions, General Conditions, Specifications, et cetera, and will be held responsible to fully comply therewith. Each Bidder must visit the site of the work and become acquainted with the laws, ordinances, regulations, wage rates, labor conditions, and other conditions affecting the Contract or the work.

**2. DELIVERY OF PROPOSALS:**

It is the responsibility of the Bidder to deliver the bid prior to the time of opening. No bid shall be considered if it arrives after the time set for the bid opening. Envelopes containing proposals shall be sealed, addressed to:

**Borough of Swarthmore  
121 Park Avenue  
Swarthmore, PA 19081  
Attention: William E. Webb, Borough Manager**

and submitted on the Form of Proposal furnished herein. The envelope shall bear the identification:

**COLLECTION AND DISPOSAL OF RESIDENTIAL REFUSE, BULK TRASH, RECYCLING,  
AND YARD WASTE**

**3. BULLETINS:**

Bidders shall acknowledge receipt of all bulletins, which have been issued during the period of bidding, and agree that said bulletins shall become part of this contract. The Bidders shall list the numbers and issuing dates of the bulletins received and acknowledge same on the appropriate page provided in the Form of Proposal section of these specifications.

**4. PROPOSAL GUARANTY:**

Each Proposal shall be accompanied by either a Certified or Bank Cashier's or Treasurer's Check, or Surety Company's Bid Bond satisfactory to the Borough as specified herein under "ADVERTISEMENT" in an amount of not less than ten percent (10%) of the highest bid option presented on the bid sheet, which check

or bond shall be payable to the Borough as payee or obligee, and shall be forfeited as liquidated damages if the Bidder's bid is accepted and Bidder fails to execute a contract in conformity with the Contract Documents, and furnish bonds as specified, within ten (10) days after receipt of Contract Documents. No bid shall be considered unless it is so guaranteed. Such checks or bid bonds will be returned to all except the three (3) lowest Bidders immediately after the award, and the remaining unsuccessful Bidders' checks or bid bonds will be returned when the fully executed contracts executed by both parties are delivered by the successful Bidder to the Borough.

**5. METHOD FOR SUBMITTING BIDS:**

No proposal will be considered unless submitted upon the proposal form for the project. The blank spaces on the proposal form shall be filled in correctly, where indicated, for each and every item for which a description is given, and the Bidder must state the prices (which shall be written in ink) for each part of the work contemplated. Bidder must submit a bid for each year of service as set forth in the Form of Proposal. Bidder can bid only on services set forth in the form of proposal. Bidder may bid on any alternates or options as shown on the Bid Sheet.

The Bidder shall sign the proposal correctly. If the proposal is made by an individual, the complete post office address must be given. If made by a firm or partnership, the complete post office address of each member of the firm or partnership must be given, and the person signing the proposal must be authorized to do so and must submit evidence of such authority with the proposal. If made by a corporation, the persons signing the proposal should be the President or Vice President and the Secretary or Treasurer of the corporation; otherwise, the signing individual's certificate of authority to execute such papers should accompany the proposal.

If the Bidder has been incorporated in some state other than Pennsylvania, Bidder shall state whether the corporation is registered to do business in Pennsylvania. If operating under an assumed or fictitious name, the Bidder shall state whether such name has been registered in Pennsylvania.

No contract will be awarded to a Bidder who is a foreign corporation or operating under a fictitious or assumed name unless the Bidder has complied or agreed to comply with all registration and licensing laws of this Commonwealth.

**6. PROOF OF BIDDER'S RESPONSIBILITY:**

Bidder shall include a financial statement with the bid sheet. Bidder may also be required to prove to the satisfaction of the Borough the successful completion of a contract for similar work in an amount of not less than seventy-five percent (75%) of the amount of the proposed contract.

The foregoing will guide the Borough in determining the responsibility of the Bidder, but additional information may be requested by the Borough whenever in its judgement such information is necessary to determine the responsibility of the Bidder.

In the event the Bidder fails, refuses, or neglects to submit any required information within the reasonable time stated in any request therefore or fails to qualify as a responsible Bidder, the proposal guaranty shall be forfeited to the use of the Borough, not as a penalty, but as liquidated damages.

**7. CHANGES WHILE BIDDING:**

During the bidding period, Bidders may be furnished addenda or bulletins for additions to or alterations of the procedures or specifications, if any, which shall be included in the work covered by the Proposal and become part of the contract documents.

If any prospective Bidder on the Proposed Contract is in doubt as to the true meaning of any part of the procedures, specifications, or other Proposed Contract documents, a written request for an interpretation thereof may be submitted by mail, fax or e-mail to the Borough Manager. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued and a copy of such addendum will be sent to each prospective Bidder who has received a set of such documents. The Borough will not be responsible for documents. The Borough will not be responsible for any other explanations or interpretations of the proposed documents.

**8. BID OPENING PROCEDURE:**

Sealed proposals on projects will be received by the Borough at the designated place and until the time stated in "ADVERTISEMENT" at which time all proposals will be publicly opened and read. The Borough reserves the right to reject any or all bids, or parts thereof, as it may deem in the best interest of the Borough.

**9. COLLUSIVE BIDS:**

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

previous bid. The non-collusion affidavit included in this bid package must be returned with the Form of Proposal for each Contract.

**10. WITHDRAWAL OF BIDS:**

No Bidder may withdraw a bid unless the request is made in writing and is received by the Borough prior to the time set for bid opening. After bid opening, no Bidder may withdraw a bid within the time period indicated herein under "ADVERTISEMENT", except that requests for withdrawal of bids after bid opening due to clerical and unintentional substantial arithmetical error or unintentional omission of required work elements shall be made in accordance with Commonwealth of Pennsylvania Act No.4 of 1974, 73 P. S. 1601-1608, and other generally applicable law of the Commonwealth of Pennsylvania.

**11. AWARD OF CONTRACT:**

The Borough shall have the right to reject any or all proposals or any part thereof or items therein. The Borough shall have the right to waive technical defects in the bid. If an award of Contract is made, it will be made to the lowest responsible Bidder whose qualification indicated that the award will be in the best interest of the Borough and whose proposal complies with all the prescribed requirements. No award will be made until the Borough has concluded such investigations as it deems necessary to establish the responsibilities, qualifications, and financial ability of the Bidder to complete the work required in accordance with the Contract Documents to the satisfaction of the Borough within the time prescribed.

The Borough reserves the right to reject any or all bids or parts thereof and to waive any informality in bids received when such is in the best interest of the Borough; the Borough also reserves the right to reject the bid of any Bidder who in the opinion of the Borough is not in a position to satisfactorily perform the Contract. In analyzing Bids and awarding the Contract, the Borough may take into consideration any of the alternates in any combination as shown on the official Bid Sheet. This may include awarding contracts to different bidders for different portions of the contract or awarding to one contractor based on the combined bids.

The Contract will be awarded or rejected by a majority vote of the Borough Council within sixty (60) days of the opening of bids. If the Contract is awarded, the Borough will provide the successful Bidder written notice of the award. Thirty (30) day extensions of time for awarding of the bid may be made by the mutual written consent of the Borough and the lowest responsible Bidder. If the lowest Bidder withdraws their bid, or refuses award of Contract, the Borough shall have the right to award the Contract to the next lowest responsible Bidder or reject all bids and rebid the Contract.

**12. EXECUTION OF FORM OF AGREEMENT**

The Contract Documents shall consist of the Advertisement for Bids, Instructions to Bidders; Form of Proposal (including Bid Sheet); General Specifications; Detailed Specifications (Trash and Recycling), and Appendices including all modifications thereof, incorporated in any of the documents before the execution of the Agreement, and shall in total be included in the final form of Agreement to be signed after award of the bid.

At least two counterparts of the Agreement and such other Contract Documents as practicable shall be signed by both the Borough and the Contractor, with at least one counterpart being returned to the Borough within the time specified.

C. **FORM OF PROPOSAL**

**TO: Borough of Swarthmore  
121 Park Avenue  
Swarthmore, PA 19081**

This proposal is submitted in accordance with your advertisement inviting proposals to be received until 9 a.m. on Monday, August 17, 2022 for:

**COLLECTION AND DISPOSAL OF RESIDENTIAL REFUSE, BULK TRASH, RECYCLING, AND YARD WASTE**

The Borough of Swarthmore may choose any individual options or combination thereof. Recycling proposals are to be based on the "Single Stream" collection method. Trash and refuse collection is to be performed in accordance with the regulations of Delaware County as well as other applicable Federal, State and Local regulations.

Bidders may bid on any of the options shown on the bid sheet. **If bidding on recycling, bids must be submitted for both Option 1 and Option 2.** All bids are lump sum. Contract will be awarded based on total Year 1 and Year 2 cost for the selected option(s).

Having carefully examined the Contract Documents together with all Addenda or Bulletins, and being familiar with the various conditions and laws affecting the work, the undersigned agrees to furnish all labor, materials, and equipment to provide all the necessary contract work, in accordance with said contract documents, for which the following prices are submitted:

**BULLETINS:**

The Contractor acknowledges receipt of the hereinafter enumerated bulletins, which have been issued during period of bidding, and agrees that said bulletins shall become a part of this Contract. The Contractor shall list below the numbers and issuing dates of the bulletins:

<b><u>BULLETIN No.</u></b>	<b><u>ISSUING DATE</u></b>
_____	_____
_____	_____

The undersigned hereby certifies that this Proposal is genuine, and not sham or collusive, or submitted in the interest of or on behalf of any person, firm or corporation not herein named, and the undersigned hereby certifies that the undersigned has not induced any other persons to refrain from bidding, and has not in any way sought by collusion to secure

an advantage over any other Bidder. This bid is valid and binding for a sixty (60) day period after the date of opening of bids and may be accepted or rejected at any time.

FIRM NAME

---

---

ADDRESS

---

---

BY

---

Seal

TITLE

---

**BID SHEET**

**SINGLE BID OPTIONS – ANNUAL FIXED COST**

**RESIDENTIAL REFUSE COLLECTION (See Section E.1 for explanation of Option 1 and Option 2)**

<b>All bids are annual lump-sum.</b>	<b>YEAR 1</b>	<b>TOTAL</b>	<b>YEAR 2 (AT BOROUGH OPTION)</b>	<b>YEAR 3 ( AT BOROUGH OPTION)</b>
Option 1: Rear-Yard Collection				
Option 2: Curbside Collection				

**RECYCLING ONLY COLLECTION (See Section F.3 for explanation of Option 1 and Option 2)**

<b>All bids are annual lump-sum. MUST SUBMIT A BID FOR BOTH OPTION 1 AND OPTION 2</b>	<b>YEAR 1</b>	<b>TOTAL</b>	<b>YEAR 2 (AT BOROUGH OPTION)</b>	<b>YEAR 3 (AT BOROUGH OPTION)</b>
Option 1: Labor, Transportation, Disposal				
Option 2: Labor and Transportation only				

All bidders regardless of option shall provide an annual cost to pick-up commercial recycling once a week on a per-bin basis:

**Annual Cost for once a week Commercial Recycling opt-in per bin \_\_\_\_\_**

**YARD WASTE ONLY COLLECTION**

<b>All bids are annual lump-sum.</b>	<b>YEAR 1</b>	<b>TOTAL</b>	<b>YEAR 2 (AT BOROUGH OPTION)</b>	<b>YEAR 3 (AT BOROUGH OPTION)</b>

**BULK TRASH ONLY COLLECTION**

<b>All bids are annual lump-sum.</b>	<b>YEAR 1</b>	<b>TOTAL</b>	<b>YEAR 2 (AT BOROUGH OPTION)</b>	<b>YEAR 3 (AT BOROUGH OPTION)</b>

**Automated Curbside Waste Collection (See 6.I below for an explanation of automated collection)**

<b>All bids are annual lump-sum.</b>	<b>YEAR 1</b>	<b>TOTAL</b>	<b>YEAR 2 (AT BOROUGH OPTION)</b>	<b>YEAR 3 (AT BOROUGH OPTION)</b>

**Automated Curbside Recycling Collection (See 6.I below for an explanation of automated collection)**

<b>All bids are annual lump-sum.</b>	<b>YEAR 1</b>	<b>TOTAL</b>	<b>YEAR 2 (AT BOROUGH OPTION)</b>	<b>YEAR 3 (AT BOROUGH OPTION)</b>

**COMBINATION BID OPTIONS NEXT PAGE**

**COMBINATION OPTIONS – ANNUAL FIXED COST**

<b>All bids are annual lump-sum</b>	<b>YEAR 1</b>	<b>TOTAL</b>	<b>YEAR 2 (AT BOROUGH OPTION)</b>	<b>YEAR 3 (AT BOROUGH OPTION)</b>
Rear-Yard Refuse & Bulk Trash; Recycling Option 1; Yard Waste				
Rear-Yard Refuse & Bulk Trash; Recycling Option 2; Yard Waste				
Curbside Refuse & Bulk Trash; Recycling Option 1; Yard Waste				
Curbside Refuse & Bulk Trash; Recycling Option 2; Yard Waste				
Rear-Yard Refuse & Bulk Trash; Recycling Option 1				
Rear-Yard Refuse & Bulk Trash; Recycling Option 2				
Curbside Refuse & Bulk Trash; Recycling Option 1				
Curbside Refuse & Bulk Trash; Recycling Option 2				
Rear-Yard Refuse & Bulk Trash; Yard Waste				
Curbside Refuse & Bulk Trash; Yard Waste				
Recycling Option 1; Yard Waste				
Recycling Option 2; Yard Waste				

All bids are annual lump-sum	YEAR 1	TOTAL	YEAR 2 (AT BOROUGH OPTION)	YEAR 3 (AT BOROUGH OPTION)
Automated Curbside Collection Refuse, Bulk Trash, Yard Waste & Recycling Option 1 *				
Automated Curbside Collection Refuse, Bulk Trash, Yard Waste & Recycling Option 2 *				

**\*Automated bidders may utilize rear load trucks for Bulk Trash and Yard Waste Collection.**

**SINGLE BID OPTIONS – FUEL COST ADJUSTMENT OPTION**

**FUEL COST ADJUSTMENT OPTION:**

Any increase in the cost of diesel shall result in a proportionate additional monthly payment to the Contractor; any reduction in the cost of diesel shall result in a proportionate decrease in the monthly cost to the Borough.

A: In submitting bids, the Contractor shall assume a diesel fuel benchmark price of \$5.865 as of 7/11/2022, the current average cost of diesel fuel taken from the RETAIL ON-HIGHWAY DIESEL PRICE for the Central Atlantic Region as listed on the web site of the U.S. Department of Energy ([https://www.eia.gov/dnav/pet/PET\\_PRI\\_GND\\_A\\_EPD2D\\_PTE\\_DPGAL\\_W.htm](https://www.eia.gov/dnav/pet/PET_PRI_GND_A_EPD2D_PTE_DPGAL_W.htm)).

B: The Contractor shall also submit as part of its bid the monthly diesel usage in gallons it assumes to provide service.

C: Each month the Borough shall adjust the contracted cost of service up or down by the following equation:

$$\text{Monthly adjustment} = (\text{benchmark price} - \text{actual cost}) \times \text{monthly usage per the proposal.}$$

D: The actual cost for the month shall equal the posted cost of diesel on the latest day of the billing month per the RETAIL ON-HIGHWAY DIESEL PRICE for the Central Atlantic Region as listed on the web site of the U.S. Department of Energy.

**RESIDENTIAL REFUSE COLLECTION (See Section E.1 for explanation of Option 1 and Option 2)**

<b>All bids are annual lump-sum assuming a diesel fuel benchmark price of \$5.865 per gallon.</b>	<b>YEAR 1</b>	<b>TOTAL</b>	<b>YEAR 2 (AT BOROUGH OPTION)</b>	<b>YEAR 3 ( AT BOROUGH OPTION)</b>
Option 1: Rear-Yard Collection				
Option 2: Curbside Collection				

**Monthly Diesel Usage in Gallons for Residential Refuse Collection:** \_\_\_\_\_

**RECYCLING ONLY COLLECTION (See Section F.3 for explanation of Option 1 and Option 2)**

<b>All bids are annual lump-sum assuming a diesel fuel benchmark price of \$5.865 per gallon. MUST SUBMIT A BID FOR BOTH OPTION 1 AND OPTION 2</b>	<b>YEAR 1</b>	<b>TOTAL</b>	<b>YEAR 2 (AT BOROUGH OPTION)</b>	<b>YEAR 3 (AT BOROUGH OPTION)</b>
Option 1: Labor, Transportation, Disposal				
Option 2: Labor and Transportation only				

**Monthly Diesel Usage in Gallons for Recycling Only Collection:** \_\_\_\_\_

All bidders regardless of option shall provide an annual cost to pick-up commercial recycling once a week on a per-bin basis:

**Annual Cost for once a week Commercial Recycling opt-in per bin** \_\_\_\_\_

**YARD WASTE ONLY COLLECTION**

<b>All bids are annual lump-sum assuming a diesel fuel benchmark price of \$5.865 per gallon.</b>	<b>YEAR 1</b>	<b>TOTAL</b>	<b>YEAR 2 (AT BOROUGH OPTION)</b>	<b>YEAR 3 (AT BOROUGH OPTION)</b>

**Monthly Diesel Usage in Gallons for Yard Waste Only Collection:** \_\_\_\_\_

**BULK TRASH ONLY COLLECTION**

All bids are annual lump-sum assuming a diesel fuel benchmark price of \$5.865 per gallon.	YEAR 1	TOTAL	YEAR 2 (AT BOROUGH OPTION)	YEAR 3 (AT BOROUGH OPTION)

Monthly Diesel Usage in Gallons for Bulk Trash Only Collection: \_\_\_\_\_

**Automated Curbside Waste Collection (See 6.I below for an explanation of automated collection)**

All bids are annual lump-sum assuming a diesel fuel benchmark price of \$5.865 per gallon.	YEAR 1	TOTAL	YEAR 2 (AT BOROUGH OPTION)	YEAR 3 (AT BOROUGH OPTION)

Monthly Diesel Usage in Gallons for Automated Curbside Waste Collection: \_\_\_\_\_

**Automated Curbside Recycling Collection (See 6.I below for an explanation of automated collection)**

All bids are annual lump-sum assuming a diesel fuel benchmark price of \$5.865 per gallon.	YEAR 1	TOTAL	YEAR 2 (AT BOROUGH OPTION)	YEAR 3 (AT BOROUGH OPTION)

Monthly Diesel Usage in Gallons for Automated Curbside Recycling Collection: \_\_\_\_\_

<b>COMBINATION BID OPTIONS NEXT PAGE</b>
--

**COMBINATION OPTIONS – FUEL COST ADJUSTMENT OPTION**

<b>All bids are annual lump-sum assuming a diesel fuel benchmark price of \$5.865 per gallon.</b>	<b>YEAR 1</b>	<b>TOTAL</b>	<b>YEAR 2 (AT BOROUGH OPTION)</b>	<b>YEAR 3 (AT BOROUGH OPTION)</b>
Rear-Yard Refuse & Bulk Trash; Recycling Option 1; Yard Waste				
Rear-Yard Refuse & Bulk Trash; Recycling Option 2; Yard Waste				
Curbside Refuse & Bulk Trash; Recycling Option 1; Yard Waste				
Curbside Refuse & Bulk Trash; Recycling Option 2; Yard Waste				
Rear-Yard Refuse & Bulk Trash; Recycling Option 1				
Rear-Yard Refuse & Bulk Trash; Recycling Option 2				
Curbside Refuse & Bulk Trash; Recycling Option 1				
Curbside Refuse & Bulk Trash; Recycling Option 2				
Rear-Yard Refuse & Bulk Trash; Yard Waste				
Curbside Refuse & Bulk Trash; Yard Waste				
Recycling Option 1; Yard Waste				
Recycling Option 2; Yard Waste				

All bids are annual lump-sum assuming a diesel fuel benchmark price of \$5.865 per gallon.	YEAR 1	TOTAL	YEAR 2 (AT BOROUGH OPTION)	YEAR 3 (AT BOROUGH OPTION)
Automated Curbside Collection Refuse, Bulk Trash, Yard Waste & Recycling Option 1 *				
Automated Curbside Collection Refuse, Bulk Trash, Yard Waste & Recycling Option 2 *				

\*Automated bidders may utilize rear load trucks for Bulk Trash and Yard Waste Collection.

**D. GENERAL SPECIFICATIONS APPLICABLE TO ALL SERVICES**

**1. COLLECTION STANDARDS**

The Contractor shall furnish all necessary equipment, personnel, and supplies to accomplish the required collection, delivery and disposal services as defined by these specifications in a neat and workmanlike manner. Any vehicle used by the Contractor for collection service shall be so equipped to prevent the loss or spillage of collected materials at any time during the collection, transportation, and disposal process, and shall be clearly identified with the Contractor's name printed on each side of the vehicle. The vehicle shall be legally licensed to operate in the Commonwealth of Pennsylvania, and must be able to navigate all Borough streets and alleys from which residential collection occurs. Any vehicle utilized for collection of recyclables shall be clearly identified as a recycling vehicle with signage on both sides of the collection vehicle. Each vehicle shall be equipped with sufficient laborers to perform the specified collection service and shall carry a broom and shovel to clean up any debris scattered on the streets during the collection procedure. The Contractor shall be responsible for retrieving any spillage that may occur. The Contractor shall store and park all vehicles and equipment involved in the collection at convenient and lawful locations approved by the Borough at the Contractor's own expense. Contractor's vehicles and equipment shall not be parked or stored on streets or roads of the Borough, except, as may be required incidental to the performance of the collection service.

The Contractor shall be responsible for emptying and replacing all containers in the same location as collected, with lids in place. The Contractor's employees shall exercise care in the handling of containers to prevent unnecessary damage to containers or surrounding property. Any spilled or broken materials must be cleaned up by the Contractor's employees immediately.

**2. MISSED COLLECTIONS**

Collection service shall be provided by the Contractor at the Contractor's expense to cover the removal of any matter under the Contract at the time and place designated which were missed during the regular collection process. Such makeup service shall be completed on the same day that the Contractor is notified of such missed pick-up by the Borough if notification occurs before 12 noon. Otherwise, missed pick-up will be collected within 24 hours of notice.

**3. SUPERVISION AND QUALITY CONTROL**

- A. Contractor shall supply all necessary field supervisors and conduct inspections to ensure that collections are performed within the scope of these specifications. Contractor shall also provide for a method of promptly responding to problems or complaints and maintain regular contact with the Borough office. All work under these specifications shall be done in a prompt, thorough, legal, professional, and workmanlike manner.
  
- B. The Contractor shall ensure that any employees assigned to work under the terms of the contract shall do so in a prompt, thorough, legal, professional, and workmanlike manner. The Borough may request a suspension or re-assignment of any employee exhibiting any of the following actions in the conduct of their work under the Contract: intoxication; use of a controlled substance; use of loud, profane, vulgar, or obscene language; soliciting gratuities or tips; refusing to collect or handle materials as herein required and defined if properly stored and placed for collection; causing wanton and malicious damage or destruction of property, including waste containers or receptacles, shrubbery, plantings, etc.; engaging in any other activity which may constitute a public nuisance during the course of performing work under this Contract.

**4. PERIOD OF CONTRACT**

The term of this contract shall be for a period of one year, beginning January 1, 2023 up to and including, December 31, 2023. The municipality has the option, in its sole discretion, to extend the contract for up to two additional years at the price quoted on the bid sheet by notifying the Contractor at least four months prior to the contract's expiration date.

**5. FAILURE TO PERFORM/PENALTY**

- A. Failure on the part of the Contractor to provide collection and disposal service within the terms of these specifications shall subject the Contractor to the penalties in accordance with the schedule below for each and every day that the service is not rendered or is improperly rendered. At its

option, the Borough may perform or cause to be performed the work necessary to provide the specified services, and Contractor shall be liable to the Borough for any and all expenses so incurred. Contractor shall not deem the payment of any penalty a waiver of any default, and the Borough hereby reserves all of its rights under Section D.5.C with respect to any default by the Contractor.

The Borough Manager or the Manager's designee shall notify the Contractor, in writing, of any violation(s) listed below. Upon written notification of such violation(s), the Borough shall deduct said penalties from the monthly payment owed to the Contractor for rendered services.

1. Failure of a truck and crew to operate over and finish a regular route - \$350 per day per route;
2. Failure to collect trash or recyclables properly and in specific locations -\$50 per location;
3. Using or maintaining trucks in a leaking or unsanitary condition - \$300 per offense;
4. Damaging (other than reasonable and normal wear and tear) or carrying away permanent receptacles - repair, replace, or pay \$50 per offense;
5. Failure to clean up any materials spilled from equipment - \$300 per offense;
6. Failure to submit accurate weight slips/monthly reports within specified time – up to \$500 for each report not made;
7. Commingling residential trash with commercial trash - \$500 per occurrence;
8. Mixing recyclables with refuse – up to \$1,000 per occurrence;
9. Sending recyclables to transfer station, incinerator, or landfill – up to \$1,000 per occurrence;
10. Failure to deliver recyclable materials to the approved Recycling Processing Facility - \$500 per occurrence;
11. Changing routes without proper notification - \$100 per incident;
12. Failure to comply with the hours of operations as stated in the Contract - \$100 per incident.
13. Failure to place trash and/or recycling containers out of the roadway- \$100 per occurrence.

- B. 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 Bidder/Contractor's equipment caused by Acts of God, fires, explosions, or other matters beyond the reasonable control of the Bidder/Contractor; restraints of government, lawful orders of court, administrative agencies or governmental officers; suspension, termination, or interruption of governmental licenses or permits; or changes in laws, regulations or

ordinance or emergency, the Bidder/Contractor shall not be considered in default or breach of service contract by reasons thereof, provided however, that the Borough's cost of performing the work specified in the service contract to be done during such period shall be charged to the Bidder/Contractor as in the case of a default by the Bidder/Contractor.

- C. In the event the Contractor defaults in the performance of any of the conditions or terms of this Contract, the Borough shall notify the Contractor in writing of the nature of the default. The Contractor shall correct this default within seven (7) days following receipt of such notice. If the Contractor fails to correct the default, the Borough, without further notice, shall have the option to exercise any or all of the following remedies and receive compensation and damages from the Performance Bond and/or offset such damages from amounts due to Contractor in addition to any other rights or remedies available to the Borough in law or equity:
  - 1. The right to declare the Contract and all rights granted to the Contractor under it as terminated effective upon such date as the Borough shall designate.
  - 2. The right to license others to perform the services to be performed by the Contractor.
  - 3. To perform such services itself.

**6. GENERAL PROVISIONS**

- A. Each of the covenants in the Contract shall be independent and severable from each other covenant of the Contract. The invalidity, illegality, or unenforceability of any provision or any part of any provision of the Contract shall not affect any other provision of the Contract or the balance of such provision, and all other unaffected provisions and the balance of any such invalid, illegal, or unenforceable provision shall remain in full force and effect.
- B. The Contract shall supersede all other agreements between the parties relating to matters covered by the Contract. The Contract shall be intended by the parties to be the final expression of their agreement and shall be the complete and exclusive statement of the terms thereof, notwithstanding any representations or statements to the contrary made before execution of the Contract.
- C. The Contract shall not be altered, amended, changed, or modified except in a written instrument signed by the parties.
- D. The Contract shall inure to the benefit of and be binding upon the Contractor, the Borough and their successors and assigns, provided,

however, that Contractor shall not be entitled to assign, subcontract, or delegate any of its rights or obligations hereunder without the prior written consent of the Borough, which may be withheld in the Borough's sole discretion.

- E. The Borough shall be neither an agent nor an employee of Contractor under the Contract. Neither the Contractor nor Contractor's employees, agents, or servants shall be employees of the Borough under the Contract.
- F. Any written notices given hereunder shall be deemed to be given when delivered in person or sent by regular or certified mail, return receipt requested, and if to the Borough, then addressed to the Borough at the address set forth in the "ADVERTISEMENT" and if to the Contractor, then addressed to the Contractor at the address set forth in the Contractor's proposal and such address shall include a street address not just a post office box address.
- G. Contractor shall indemnify and hold the Borough, its officials, officers, servants, workmen, agents, and employees, harmless from and against any and all liabilities (including but not limited to amounts paid or incurred in satisfaction of settlements, judgements, fines, and penalties), losses (including but not limited to personal or bodily injury, death, or property damage), damages or expenses (including but not limited to reasonable costs, disbursements, and council fees) which the Borough, its officials, workmen, agents, or employees may incur as a result of claims, demands, suits, actions, or proceedings brought or threatened to be brought against it or them arising in whole or in part from or in connection with the Contract or Contractor's performance of or failure to perform under the Contract, whether occurring as a result of Contractor's negligence or otherwise, unless such loss is caused by the sole negligence or willful misconduct of the Borough or its officials, servants, workmen, or employees.
- H. The Contract may be terminated by the Borough:
  - 1. Under the circumstances set forth in Section 5 of the General Specifications hereof; or
  - 2. at the end of each Contract year if the Borough is reasonably dissatisfied with the performance of Contractor under the Contract, in which case the Borough shall provide no less than thirty (30) days written notice to the Contractor; or
  - 3. at any time if the insurance and/or bonding requirements set forth in the Contract Documents are not satisfied.
- I. In the event the Borough selects an automated bidder, the contractor shall supply, own and maintain carts designed for automated pickup

collection. One (1) minimum ninety-five (95) gallon bin shall be provided for refuse collection and one (1) minimum sixty-four (64) gallon bin shall be provided for recycling collection.

## **7. INSURANCE**

### **1. General Insurance Requirements**

1.1 - The Contractor shall not commence operations until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Borough; nor shall the Contractor allow any Subcontractor to commence operations on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Borough of original certificates of insurance signed by authorized representatives of the insurers or, at the Borough's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Borough's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Borough throughout the term of the Contract.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Borough in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Borough immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Borough.

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

1.5 - No acceptance and/or approval of any insurance by the Borough shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions

of this Contract.

1.6 - If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Borough for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Borough denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Borough. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Borough grants specific approval for an exception. The Borough hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund.

1.8 - Any deductibles or retentions that are greater than \$10,000 shall be disclosed by the Contractor, and are subject to Borough's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

## 2. Contractor's Liability Insurance – Occurrence Basis

2.1 - The Contractor shall purchase the following insurance coverages on an occurrence basis (claims made coverage not acceptable) for not less than the limits specified below or required by law, whichever is greater:

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 1,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations; and
- iv. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this

Contract.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto; and
- ii. Automobile contractual liability.

2.1.3 - Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 2,000,000 per occurrence;
- \$ 2,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 2,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employer's liability.

2.1.5 - The Borough and its elected and appointed officials, employees, agents and authorized volunteers shall be named as additional insureds on Contractor's commercial general liability and business auto insurance with respect to liability arising out of the Contractor's operations and the certificate(s) of insurance, or the certified policy(ies) if requested, must so state this.

2.1.6 - Insurance provided to the Borough and its elected and appointed officials, employees and authorized volunteers under any Contractor's liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.7 - Insurance provided to the Borough and its elected and appointed officials, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Borough liability insurance required herein, including, but not limited to, umbrella and excess and its elected and appointed officials, employees and authorized volunteers shall be excess of and non-contributory with insurance provided to the Borough and its elected and appointed officials, employees and authorized volunteers as specified herein.

### 3. Contractor's Property and Auto Physical Damage Insurance

3.1 - The Contractor, Subcontractors and/or Sub-subcontractors shall, at their own expense, purchase and maintain separate property insurance coverage for machinery, tools or equipment owned or rented by them, which are utilized in the performance of the Contractor's services performed under this Contract or operations incidental thereto. The Contractor, Subcontractors and Sub-subcontractors, hereby waive all rights against the Borough and its elected and appointed officials, officers, employees and authorized volunteers for property damage to or loss of use of such machinery, tools or equipment. The policies shall provide such waivers of subrogation by endorsement or otherwise.

3.2 - The Contractor, Subcontractors and/or Sub-subcontractors shall, at their own expense, purchase and maintain auto physical damage insurance coverage for auto and other vehicle equipment which are utilized in the performance of the Contractor's services performed under this Contract or operations incidental thereto. The Contractor, Subcontractors and Sub-subcontractors, hereby waive all rights against the Borough and its elected and appointed officials, officers, employees and authorized volunteers for property damage to or loss of use of such autos or equipment. The policies shall provide such waivers of subrogation by endorsement or otherwise.

## 8. **BONDING**

A. At the time of Contract execution, the Contractor shall furnish a bond for the faithful performance of the Contract in an amount equal to 100% of the annual cost for the first year, with a replacement bond guaranteed to be provided for each successive year of the Contract in an amount equal to the Contract cost for that year. The successful Bidder must submit the appropriate form within 10 days of receipt of Contract documents. The bond shall be provided by a surety company approved by the Borough, authorized to transact business within the Commonwealth of Pennsylvania, and shall be in a form acceptable to the Borough. The bond is to cover the full terms of the Contract to be awarded. The bond may be in the form of a letter of credit. The bond shall bear the same date as the

date of the Contract.

- B. If any person or entity other than the Contractor's employees or Contractor shall be providing labor or furnishing materials under the Contract, then Contractor, at the time of Contract execution, shall also furnish a material and labor bond in the amount of 100% of the Contract price for the payment of all persons performing labor or furnishing materials in connection therewith.
- C. A payment bond shall also be provided in the amount equal to 100% of the annual cost for the first year, with a replacement bond guaranteed to be provided for each successive year of the Contract in an amount equal to the Contract cost for that year. The successful Bidder must submit the appropriate form within 10 days of the contract award.

**9. COMPLIANCE WITH LAWS: PERMITS AND FEES: TAXES**

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, regulations, and codes of the Borough, County, State, and Federal Government, as well as the Delaware County Solid Waste Management Plan.

The Contractor shall at his own expense, secure and pay to the appropriate department of the Borough the fees, or charges for all permits required by the local regulatory body or any of its agencies. The Contractor shall be responsible for obtaining and maintaining any necessary licenses for the Commonwealth as well as other permits or licenses required by other regulatory agencies. The Contractor shall be responsible for any taxes imposed upon Contractor in connection with its services under the Contract.

**10. LAWS TO GOVERN; NONDISCRIMINATION**

This Contract is entered into and is to be performed in the Commonwealth of Pennsylvania. The Borough and Contractor agree that the laws of the Commonwealth of Pennsylvania shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and shall govern the interpretation of the Contract. Contractor hereby consents to and agrees to submit to the exclusive jurisdiction of the Court of Common Pleas of Delaware County, Pennsylvania, with respect to any dispute arising in connection with the Contract or the enforcement thereof.

No Bidder or Contractor shall discriminate against any employee, applicant for employment, independent subcontractor or any other person because of race, color, religious creed, ancestry, national origin, disability, age, gender, gender identity, or sexual orientation.

**11. REPORTS/BILLS**

Billing shall be done on a monthly basis and shall be received by the Borough no later than the first Monday of each month. Payment will be made within thirty (30) days of the date submitted. Any necessary reports shall be submitted to the Borough for payment within ten (10) working days following the close of each month, and shall be accompanied by weight slips for the preceding month. If a weight slip or report is not received in the period specified, further payments will be withheld until all paperwork is complete. No payments will be made unless weight slips are submitted.

**E. SPECIFICATIONS FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL REFUSE AND BULK TRASH**

**1. COLLECTION OF RESIDENTIAL REFUSE**

Collection of residential refuse, or regular household trash, is to be provided once each week to each residential structure of four (4) dwelling units or less located in the Borough. Residential units combined with commercial units are not part of the Borough's collection service. Residential dwelling that are constructed and become occupied during the term of this agreement shall receive collection service in the same manner as all currently existing residential units at no additional charge. There are currently approximately 1467 dwelling units in the Borough to receive collection service.

Each dwelling unit supplies their own trash receptacles, each not to exceed thirty-two (32) gallons capacity or fifty (50) pounds in weight. Residents are not required to place trash in plastic bags for collection. This provision shall not apply to automated collection options and containers will be provided by the contractor in accordance with Section 6 (I) of the General Provisions section of this bid document.

**Option 1** shall be a proposal for collection of trash and refuse from the rear of the building, or the side yard adjacent to the building. The words "from the rear of the building, or the side yard adjacent to the building", will be strictly construed. This is in the interest both of the persons doing the collecting and of the Borough in facilitating speed of collection and maintenance of schedule. It is the obligation of the occupant of the premises to place all cans, containers and bundles, if any, together at such location, of the size, weight and condition outlined above.

Collectors are prohibited to enter any building or to walk between properties while collecting trash containers. Contractor is responsible for returning cans to

their original location with the lids replaced. Contractor's trucks may use private driveways or spaces only with the express permission of the owner.

**Option 2** shall be a proposal for collection of trash and refuse from the curb, which shall mean the area within five (5) feet of the edge of a public or private street. Contractor is responsible for returning cans to the curb with the lids replaced. It is unacceptable for cans to be placed in the street or thrown onto the cartway or front yard.

Collections shall be made between the hours of 7:00 a.m. and 6:00 p.m., except in the case of mechanical breakdown or extreme or unusual circumstances. Collection shall be continuously pursued until the routes are completed and shall occur on every regularly scheduled collection day that the Delaware County Transfer Stations or Resource Recovery Facilities are open and accepting residential refuse. Collection vehicles will follow essentially the same schedule on each collection day so that residents will receive service under a reasonably uniform pattern and judge approximately when collections will occur within their area. The Bidder shall submit a proposed collection schedule with the bid; the final schedule shall be established in consultation with the Borough.

Collection will not be expected on the following legal holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Collection will occur on the following calendar day. Delayed collection due to snow or weather emergency conditions preventing collection service on a regularly scheduled date will result in collections being made on the next calendar day following the end of the snow or weather emergency.

**Automated Option** shall be a proposal for collection of trash and refuse from the curb, which shall mean the area within five (5) feet of the edge of a public or private street. Contractor is responsible for returning cans to the curb with the lids replaced. It is unacceptable for cans to be placed in the street or thrown onto the cartway or front yard.

This option shall consist of each residence using one (1) – minimum of ninety-five (95) gallon bin, supplied by the Contractor, for the purpose of automated pickup collection.

Collections shall be made between the hours of 7:00 a.m. and 6:00 p.m., except in the case of mechanical breakdown or extreme or unusual circumstances. Collection shall be continuously pursued until the routes are completed and shall occur on every regularly scheduled collection day that the Delaware County Transfer Stations or Resource Recovery Facilities are open and accepting residential refuse. Collection vehicles will follow essentially the same schedule on each collection day so that residents will receive service under a reasonably

uniform pattern and judge approximately when collections will occur within their area. The Bidder shall submit a proposed collection schedule with the bid; the final schedule shall be established in consultation with the Borough.

Collection will not be expected on the following legal holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Collection will occur on the following calendar day. Delayed collection due to snow or weather emergency conditions preventing collection service on a regularly scheduled date will result in collections being made on the next calendar day following the end of the snow or weather emergency.

**2. TRANSPORTATION AND DISPOSAL OF RESIDENTIAL REFUSE**

The Contractor shall be responsible for the delivery, weighing, and unloading of the collected refuse at a receiving site or sites approved by the Borough and as per the Delaware County Municipal Solid Waste Plan. It is the responsibility of the Contractor to locate a receiving site and make any necessary arrangements to obtain permission to deliver trash collections to that site. The Contractor shall provide documentation to the Borough verifying the quantity of trash and rubbish collected and delivered to the receiving site. Contractor shall not be responsible for any fee charged by the Delaware County Solid Waste Authority or any other entity for the receipt and processing of trash.

**3. COLLECTION OF RESIDENTIAL BULK TRASH**

Collection service is to be provided at least once each month to each residential structure of 4 dwelling units or less located in Swarthmore Borough. The Contractor shall collect any items that are accepted either at the Delaware County Transfer Stations or at the Resource Recovery Facility or at any other facility established and approved by the Delaware County Solid Waste Department. The Contractor shall not be required to remove bulk trash not generated by the residential dwelling unit, nor shall the Contractor be required to remove an unreasonably large quantity of otherwise acceptable construction debris resulting from major home renovations, repairs of the residential dwelling unit, or vacation of the premises. The Contractor shall not accept for disposal any Freon-containing items without certification from the owner that the Freon has been removed in a manner consistent with applicable laws.

**Option 1** shall be a proposal for collection of bulk trash from the rear of the building, or the side yard adjacent to the building. It shall be the obligation of the occupant of the premises to place said trash at the same location where refuse is collected.

**Option 2** shall be a proposal for the curbside collection of bulk trash. Collection

shall be from the curb, which shall mean the area within five (5) feet of the edge of a public or private street.

**Automated Option** shall be a proposal for the curbside collection of bulk trash. Collection shall be from the curb, which shall mean the area within five (5) feet of the edge of a public or private street. Automated bidders may utilize a rear load vehicle to complete this service.

Collections shall be made only between the hours of 7:00 a.m. and 6:00 p.m. The Contractor shall establish a collection schedule in consultation with the Borough. The Borough shall inform the Contractor of all pickups a minimum of two days prior to the scheduled collection day.

#### **4. TRANSPORTATION AND DISPOSAL OF BULK TRASH**

The Contractor shall transport the collected refuse to the appropriate Delaware County Transfer Station or Resource Recovery Facility or other facility designated by Delaware County pursuant to its approved Solid Waste Management Plan. Recyclable bulk trash, including but not limited to appliances, should be delivered to an approved Recycling Processing Facility. All disposal of solid waste shall be verified to the Borough on a monthly basis by the Contractor to insure compliance with all State, County and municipal solid waste laws and regulations. Contractor shall not be responsible for any fee charged by the Delaware County Solid Waste Authority or any other entity for the receipt and processing of bulk trash.

### **F. SPECIFICATIONS FOR RECYCLABLES AND YARD WASTE**

#### **1. DEFINITIONS**

For the purpose of these Contract Documents, the following terms shall have the meanings set forth below:

- A. Composting Facility: A facility to process raw organic material into a biologically stable organic material and processed into compost and mulch products.
- B. Recyclable Material or Recyclables: Those materials specified by ordinance or resolution of Borough Council to be recycled in any given year.
- C. Recycling Processing Facility: A plant, establishment or other operation which accepts, sorts, prepares, consolidates, processes, handles, or otherwise modifies recyclable materials for sale, further distribution, or other recycling use.

- D. Single-Stream Collection: Collection system by which all recyclable material is mixed together at the time of collection and separation takes place at a Recycling Processing Center. All recycling during the term of this contract will be single-stream collection.
- E. Yard Waste: Leaves, garden residues, shrubbery and tree trimmings, similar vegetative matter, but not including grass clippings.

## **2. COLLECTION OF RECYCLABLE MATERIAL**

Collection of single-stream recyclable material is to be provided once each week to each residential structure of ten (10) or fewer dwelling units in the Borough. *(Bidders should note that this differs from trash collection, which occurs only at properties of four (4) or fewer dwelling units).* Residential units combined with commercial units are not part of the Borough's recycling collection service. Residential dwellings that are constructed and become occupied during the term of this agreement shall receive collection service in the same manner as all currently existing residential units at no additional charge. There are currently approximately 1575 dwelling units in the Borough that participate in the residential recycling program.

The Borough reserves the right to allow commercial entities to opt-in for curbside recycling. The Borough will provide the address of any entity that opts-in for the service at least seventy-two hours in advance of the required service date. The contractor shall be responsible to provide this service on the same terms as residential collection. The contractor will charge the Borough on a per container basis.

Under the rear yard and curbside options, recycling materials will be collected from Borough-provided recycling bins or otherwise clearly marked containers. Any and all clearly identifiable containers holding recyclables shall be emptied by the Contractor, but in no event shall any such container exceed thirty-two (32) gallons capacity or fifty (50) pounds in weight. Paper, including cardboard, may be placed in the container, but shall also be collected if bundled separately or placed in paper bags.

Under the automated curbside collection option, the recycling containers shall be sixty-four (64) gallons and shall be owned, maintained and supplied by the Contractor and marked with the recycling logo wherever possible. The bins shall be designated by the Contractor, for the purpose of automated pickup collection.

Recycling shall be collected from the curb, which shall mean the area within five (5) feet of the edge of a public or private street. Contractor is responsible for returning containers to the curb with the lids replaced. It is unacceptable for

containers to be placed in the street or thrown onto the cartway or front yard.

Collections shall be made between the hours of 7:00 a.m. and 6:00 p.m., except in the case of mechanical breakdown or extreme or unusual circumstances. Collection shall be continuously pursued until the routes are completed and shall occur on every regularly scheduled collection day that the Recycling Processing Facility is open and accepting recyclable material. Collection vehicles shall follow essentially the same schedule on each collection day so that residents will receive service under a reasonably uniform pattern and judge approximately when collections will occur within their area. The Bidder shall submit a proposed collection schedule with the bid; the final schedule shall be established in consultation with the Borough.

Collection will not be expected on the following legal holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Collection will occur on the next regularly scheduled collection day. Snow or weather emergency conditions preventing collection service on a regularly scheduled date will result in collections being made on the next regularly scheduled collection day following the snow or weather emergency.

### **3. TRANSPORTATION AND DISPOSAL OF RECYCLABLE MATERIAL**

The Contractor shall be responsible for the collection, delivery, weighing, and unloading of the collected recyclables at a Recycling Processing Facility selected solely by the Borough of Swarthmore, to be located no further than 25 miles from the Borough limits. *All proceeds and/or costs associated with the sale or delivery of recyclables to the designated Recycling Processing Facility shall be the property and/or responsibility of the Borough; no proceeds or costs shall be the property or responsibility of the Contractor.*

In the event the Borough does not have an active agreement with a recycling processing facility, the Contractor shall be responsible for the collection, delivery, weighing, and unloading of the collected recyclables at an approved Recycling Processing Facility. It shall be the responsibility of the Contractor to locate a Recycling Processing Facility and make any necessary arrangements to obtain permission to deliver recycling collections to that site. The Contractor may change the processing facility during the course of the contract, but only with prior written approval from the Borough. *All proceeds and/or costs associated with the sale or delivery of recyclables to the designated Recycling Processing Facility shall be the property and/or responsibility of the Contractor; no proceeds or costs shall be the property or responsibility of the Borough.*

The Contractor shall ensure that the recyclables collected from the Borough remain segregated from all other materials until weighed by a licensed weight master at the Recycling Processing Facility and a certified weight slip is issued to

the Borough for the recyclable products. The Contractor shall be responsible for ensuring that the recyclables are delivered to the processing facility with a minimum of loss due to contamination, breakage, moisture, etc. All recyclables collected by the Contractor shall remain the property of the Borough until a certified weight slip is obtained from the purchaser of the recyclables.

The Contractor shall provide documentation to the Borough verifying the quantity of recyclables collected in the Borough and marketed during each calendar year along with any other collection documentation required by the Pennsylvania Department of Environmental Protection, Delaware County Solid Waste Authority, or any other agency having jurisdiction over solid waste or recycling collection.

#### **4. COLLECTION OF YARD WASTE**

Collection of yard waste is to be provided twice each month to each residential structure of ten (10) or fewer dwelling units in the Borough. (*Bidders should note that this differs from trash collection, which occurs only at properties of four (4) or fewer dwelling units*). Residential units combined with commercial units are not part of the Borough's yard waste collection service. Residential dwellings that are constructed and become occupied during the term of this agreement shall receive collection service in the same manner as all currently existing residential units at no additional charge. There are currently approximately 1575 dwelling units in the Borough that participate in the residential yard waste recycling program.

Residents will have the option of placing yard debris in biodegradable paper bags or trash cans (maximum thirty-two (32) gallon capacity or fifty (50) pounds in weight). Any and all clearly identifiable containers holding yard waste shall be emptied by the Contractor. Residents also have the option of bundling and tying yard debris; such bundles shall not exceed 4 feet in length.

Yard waste shall be collected from the curb, which shall mean the area within five (5) feet of the edge of a public or private street. Contractor is responsible for returning cans to the curb with the lids replaced. It is unacceptable for cans to be placed in the street or thrown onto the cartway or front yard. Automated bidders may utilize a rear load vehicle to complete this service.

Collections shall be made between the hours of 7:00 a.m. and 6:00 p.m., except in the case of mechanical breakdown or extreme or unusual circumstances. Collection shall be continuously pursued until the routes are completed and shall occur on every regularly scheduled collection day that the Composting Facility is open and accepting compostable material. Collection vehicles shall follow essentially the same schedule on each collection day so that residents will receive service under a reasonably uniform pattern and judge approximately when

collections will occur within their area. The Bidder shall submit a proposed collection schedule with the bid; the final schedule shall be established in consultation with the Borough.

Collection will not be expected on the following legal holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Collection will occur on the next regularly scheduled collection day. Snow or weather emergency conditions preventing collection service on a regularly scheduled date will result in collections being made on the next regularly scheduled collection day following the snow or weather emergency.

**5. TRANSPORTATION AND DISPOSAL OF YARD WASTE**

The Contractor shall be responsible for the collection, delivery, weighing, and unloading of the collected yard waste at a Composting Facility approved by the Borough. The Contractor must make any necessary arrangements to obtain permission to deliver yard waste to the site and to provide documentation to the Borough verifying the weight of any material delivered for composting. Any and all costs for composting shall be the responsibility of the Borough; no proceeds or costs shall be the property or responsibility of the Contractor.

The Contractor shall ensure that the yard waste collected from the Borough remain segregated from all other materials until weighed by a licensed weight master at the Composting Facility and a certified weight slip is issued to the Borough. The Contractor may change the Composting Facility during the course of the contract, but only with prior written approval from the Borough

The Contractor shall provide documentation to the Borough verifying the quantity of yard waste collected in the Borough during each calendar year along with any other collection documentation required by the Pennsylvania Department of Environmental Protection, Delaware County Solid Waste Authority, or any other agency having jurisdiction over solid waste or recycling collection.

**G. FORM OF CONTRACT (THE AGREEMENT)**

(For informational purposes only; to be completed after award of contract)

**AGREEMENT FOR  
CURBSIDE COLLECTION OF TRASH AND/OR RECYCLING AND/OR YARD WASTE**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019, between \_\_\_\_\_ (hereinafter called "CONTRACTOR") and the Borough of Swarthmore (hereinafter called "BOROUGH").

**WITNESSETH:**

That the Contractor covenants, promises and agrees to provide collection and disposal services for (Trash)(Recyclables)(Yard Waste) to each residential property in the Borough once a week for the sum of \$\_\_\_\_\_ per year during the period commencing on January 1, 2023 and ending on December 31, 2023 (payable in monthly installments of \$\_\_\_\_\_), and the sum of \$\_\_\_\_\_ per year during the period commencing on January 1, 2023 and ending on December 31, 2023 (payable in monthly installments of \$\_\_\_\_\_),[IF THE FUEL COST ADJUSTMENT OPTION IS SELECTED: ADD: , subject to adjustment for fuel costs on a monthly basis] all as set forth in the annexed Advertisement for Bids, Instructions to Bidders, Form of Proposal, General Specifications, Specifications for the Collection of Trash and/or Recyclables in the bid document and attached hereto. The Borough covenants, promises and agrees to and with the Contractor to pay on a monthly basis.

It is further agreed by said parties, in consideration of their mutual promises, that the Advertisement for Bids, Instructions to Bidders, Form of Proposal, General Specifications, Specifications for the Collection of Trash and/or Recyclables for the contract annexed hereto constitute and are a part of the Contract as though fully set forth herein, and that Contractor shall in all respects comply therewith in accordance with the attached schedule.

FOR THE BOROUGH OF SWARTHMORE:

\_\_\_\_\_  
Mary J. Walk  
Council President

ATTEST:

\_\_\_\_\_  
William E. Webb  
Borough Manager/Secretary

FOR THE CONTRACTOR:

\_\_\_\_\_  
President or Vice President

ATTEST:

\_\_\_\_\_  
Secretary or Assistant Secretary

**NON-COLLUSION AFFIDAVIT**

I state that I am \_\_\_\_\_ of \_\_\_\_\_ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for providing the pricing information included in this response.

I state that:

1. The price(s) contained in this response have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. The price(s) contained in this response have **not** been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from responding to this bid request, or to submit a response higher than this bidder's response, or to submit any intentionally high or noncompetitive response or other form of complementary response.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_ (Name of firm), its affiliates, subsidiaries, officers, directors and employees listed in Experience Questionnaire question #2 are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows (attach additional pages if necessary):

I state that \_\_\_\_\_ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Township of Nether Providence in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Township of the true facts relating to the submission of bids for this contract. I understand and my firm understands that any fraudulent concealment will allow the Township to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title