BID NOTICE

All electronic and USPS delivered bids for the collection of the City of Coatesville's Solid Waste and Recycling shall be accepted until **4 pm on Monday, September 28, 2026**. The City of Coatesville requests one (1) electronic version and three (3) hard copies of bid responses. Bid responses should be addressed to:

- ADMIN@COATESVILLE.ORG
- James Logan, City Manager, City of Coatesville, 1 City Hall Place, Coatesville, PA 19320

Bids must be sealed, clearly marked "City of Coatesville Solid Waste and Recycling" and received no later than **4:00 p.m. on September 28, 2026**. Announcement of the bid results and a potential decision on the bid award will occur at the City Council public meeting held on **October 12, 2026 at 7:30 p.m**. The contract will be for a three-year term, with up to two one-year contract extensions, said contract to commence July 1, 2027.

Bid specification packets are available at City Hall during normal business hours as well as the City's website www.coatesville.org. Proposals shall be submitted on the forms furnished by the City. Each bid proposal shall be accompanied by a Bid Bond in the amount of 10% of the Bid Price.

The successful bidder shall furnish a Performance Bond as listed within the specifications within ten (10) days of the Contract award. All bidders must produce a list of references and current municipal accounts.

The City of Coatesville reserves the right to reject any and/or all bid proposals, or parts thereof, and to waive any informalities or irregularities which may be in the City's best interests.

INSTRUCTIONS AND SPECIFICATIONS TO BIDDERS

City of Coatesville Collection of Residential and Municipal Waste and Recyclables

1. General

   The work to be performed shall consist of collection of municipal waste, as defined by the Solid Waste Management Act, 35 P.S. §6018.101 et. seq., bulk trash, and recyclable materials from residential dwellings and certain mixed use and commercial buildings within the boundaries of the City of Coatesville, Chester County, PA (hereinafter referred to as "municipality') as well as the collection of government solid waste, as further specified in these documents.

2. Specifications and Documents

   Bidders are advised to examine carefully the specifications, documents, forms and all appendices and attachments describing the proposed work and to make their own independent judgment with respect to the circumstances affecting the cost of work and the performance required by said documentation.

3. Examination of Municipality

   a. As of August 2026, there are an estimated 3,064 Solid Waste and Recycling stops and approximately 3300 Solid Waste and Recycling pickups in the City of Coatesville, Chester County, located approximately 15 miles from the Chester County Solid Waste Authority Lanchester Landfill. The difference between the estimated 3,064 Solid Waste and Recycling stops and the approximately 3,300 Solid Waste and Recycling pickups is attributable to multifamily residences. There are approximately 40 miles of roadway in the City. There are approximately 13,350 residents in the City, based on the 2020 Census.
   b. Bidders shall inspect the City and make their own assessment or judgment with respect to all of the circumstances affecting the cost of the services in question and the nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent, known, hidden, or foreseeable. The bidder is presumed to have investigated and examined all contract documents and the City assumes the bidder's bid is made with full knowledge and understanding of the conditions of the contract.

4. Definitions

   a. Bulk Trash: Large items, consistent with a residential property such as chairs, sofas, tables, heavy metal items and other materials too large for disposal in a normal trash container. Bulk Trash shall **NOT** include white metal appliances (washers, dryers, water heaters, stoves); refrigerators, air conditioners and any

item which contains chlorofluorocarbons (CFC's, Freon); dehumidifiers; televisions, computers, monitors and other electronic devices; tires; construction/trade waste; yard waste; Christmas trees; and any household hazardous waste materials (old paints, gasoline, etc.), as the term "hazardous waste" is defined by applicable Federal, State and County environmental protection laws and regulations.

b. Construction/Trade Waste: Solid waste resulting from the construction, remodeling or demolition of buildings materials; and any ashes, scrap or waste materials from factories, processing plants of all types, manufacturing, slaughterhouses, automobile garages and service stations.
c. Disposal Facility: A facility which processes or acts upon Solid Waste so as to dispose of the material, such as a composting facility, and incinerator, a resource recovery plant, a waste-to-energy facility, or a sanitary landfill. For purposes of this bid, the solid waste disposal facility shall be the Chester County Solid Waste Authority Lanchester Landfill in Honey Brook, PA. Please list other disposal facility if applicable.
d. Dwelling Unit/Residence: An occupied single or multi-family structure, having up to and including four dwelling units per structure, or each unit in a multi-family structure if the units are individually owned with a separate entrance onto a public or approved Private Street
e. Garbage: Any waste parts of food, from a market or kitchen, or any animal or vegetable matter that is discarded and/or thrown away or any worthless or offensive matter that has been discarded.
f. Holidays: Shall be the holidays the Chester County Solid Waste Authority Lanchester Landfill observes.
g. Municipal Solid Waste: Any garbage, refuse and other material, including solid, liquid, semi-solid, or contained gaseous material, resulting from the operation of a dwelling unit, not meeting the definitions of residual or hazardous waste in the Solid Waste Management Act The term does not include Recyclable Materials.
h. Municipality: The City of Coatesville, Chester County, Pennsylvania.
i. Recycling Center: The Recycling Center shall be as designated by the City and, as of the date of the RFP, is Total recycle, Inc., located at 1270 Lincoln Road, Birdsboro, PA.
j. Recyclable Materials: Those materials which may be processed or re-fabricated for re-use and which are specified by the City for separation from the regular solid waste. Such materials may include, but not be limited lo, aluminum products, cardboard, ferrous containers, bi-metal containers, glass containers, newspapers, magazines and periodicals, and plastic containers (#1 through #7). The Municipality reserves the right to alter or add any additional material at any lime during the Contract period.
k. Refuse: Garbage, paper, ashes, trash, colored glass and rubbish.
l. Residential Property: Occupied single or multi-family dwelling having four or less dwelling units per structure not associated with a store-front business. For the purpose of this document multiple dwelling residential buildings containing more than four.(4) dwelling units shall be treated as commercial properties.
m. Rubbish: Nonputrescible Solid Waste and Recyclables consisting of both combustible

and noncombustible wastes, such as paper, wrapping, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bottles, bedding, crockery and similar items.

n. Solid Waste: see Municipal Solid Waste.
o. Trade Waste: Waste building materials from construction, demolition, remodeling or repair of buildings; and any ashes, scrap or waste materials from factories, processing plants of all types, manufacturing, slaughterhouses, automobile garages and service stations.
p. Trash: All putrescible and non-putrescible Solid Waste and Recyclables (except body waste), including garbage, rubbish, ashes, street cleaning, dead animals, abandoned vehicles and solid and industrial waste which causes danger to the health, safety and welfare of any resident or business owner.
q. Waste Receptacle/Tote or Cart: Unless otherwise specified, means a cart, tote made of metal, plastic or other substantial material with a tight-fitting cover so constructed as to prevent the spillage of its contents. The receptacle shall be waterproof.
r. Yard Waste: Leaves, grass clippings, garden residue, tree trimmings and small branches, chipped shrubbery, and other vegetative material.

5. Scope of Work

The award of the Contract will require the successful bidder to collect, haul and deliver all Municipal Solid Waste, Bulk Trash and Recyclable Materials as specified in this document, supply all of the labor, tools, machinery, plant and equipment and perform all of the work of collecting, removing and hauling of Municipal Solid Waste and Recyclable Material as required by the Municipality. The successful bidder shall be required to comply with all applicable laws and statutes of the County of Chester, Commonwealth of Pennsylvania and of the United States and/or its agencies with respect to Worker's Compensation and the hauling and disposal of all materials. The Contractor shall abide by all traffic regulations and will comply with all applicable Local, State and Federal regulations, including hours of operation within the City of Coatesville.

THE RULES AND REGULATIONS PERTAINING TO THE COLLECTION AND DISPOSAL OF MUNICIPAL WASTE AND SINGLE STREAM RECYCLABLE MATERIALS ISSUED BY THE MUNICIPALITY, COUNTY, STATE OR FEDERAL AGENCIES SHALL BE CONSIDERED TO BE AN INTEGRAL PART OF THESE SPECIFICATIONS AND COMPLIANCE SHALL BE BINDING ON THE CONTRACTOR.

a. **Collection of Solid Waste. Bulk Trash and Recyclable Materials**

1) Dwelling unit/Residential Collection

The Contractor shall collect Solid Waste and Recyclables throughout the Municipality on routes and schedules approved by the City Manager such that all dwelling units/residences will have one collection of Solid Waste and one collection of Recyclables per week.

Pickup schedules may consist of a three-day, four-day, or five-day collection schedule. Bidders shall submit a detailed routing plan with their proposal identifying the proposed collection days and service areas. The route plan shall specify the days of the week on which Solid Waste and Recyclables will be collected from each dwelling unit/residence. The Bid Form shall require bidders to identify the proposed routing schedule. The City's current collection schedule can be found in Appendix 3.

The bidder shall submit with his proposal a detailed routing plan for the collection of Solid Waste and Recyclables which shall include the number of vehicles and personnel to be employed. Any changes to the above schedule shall be subject to the approval of City Council and shall require public notification to those affected by such change, the cost of which shall be borne by the Contractor.

The maximum amount of Solid Waste to be collected at each residential stop shall be one (1) 96-gallon Commercial Trash Tote plus the equivalent of three (3) additional 33-gallon trash bags. The City will communicate this limitation to property owners.

Solid Waste and Recyclables shall generally be collected at the rear of the properties from streets/alleys, public or private.

2) Limited collection from commercial/residential properties along Lincoln Hwy.

The Contractor shall provide pickup of Solid Waste and Recyclables curbside from the properties along Lincoln Hwy. in the east end of the City on a weekly basis. These properties cannot be accessed by alleys to the rear and Solid Waste and Recyclables shall be picked up curbside at the front of the properties. All trash on Lincoln Highway (A PennDOT road) must be removed during pickups.

3) Bulk Trash

The Contractor shall collect up to one Bulk Trash item per Residential Property on the same day Solid Waste is collected. These items shall be placed at and collected from the same area where Solid Waste and Recyclables are collected. The Contractor shall collect these items and handle them as Solid Waste

4) Government Solid Waste and Recyclables

The Contractor shall provide weekly pickup of Solid Waste and Recyclables at the following City properties: City Hall, One City Hall Place, Coatesville, PA; and City

of Coatesville Public Works Department, 51 Maple Avenue, Coatesville, PA; Washington Hose Co 376 E Lincoln Hwy, Coatesville, PA.

5) Park Receptacles

The Contractor shall provide weekly pickup for the Solid Waste and Recyclables located on the sidewalks adjacent to the following Municipal- owned parks as designated on Appendix 2:

a) Abdala Park - 800 Block of Lincoln Highway
b) Ash Park- South 3rd Avenue & Kersey Street, and Walnut St. entrance
c) Friendship Park - North 2nd Avenue and Lumber Street
d) Gateway Park - 1st & Lincoln Avenue
e) Palmer Park- North 9th Avenue and Chestnut Street
f) Patton Park - 400 Block of Madison Street
g) Jeanne Treadwell James Memorial Park - 900 Block of Coates Street
h) Millview Park
i) Swing Park - 600 Block of Mary Street

6) Collection from City-Owned Receptacles along Lincoln Hwy. and adjacent side streets; and, other City-Owner Receptacles

The black metal and concrete street receptacles located along Lincoln Highway and adjacent side streets referenced in this section are owned by the City of Coatesville. The Contractor shall provide pickup of Solid Waste and Recyclables from City- owned receptacles along Lincoln Hwy and reasonably adjacent side streets, in the areas generally noted on Appendix 1, three (3) times per week as part of the routes established by the Contractor for Dwelling unit/residential curbside pickup described above and in Appendix 1. This portion of the Contractor's route shall be completed by 9:00 a.m. In the alternative, bidders shall provide the cost of collection of these City owned receptacles every day, except Sundays and Holidays, as "Addition/Alternate 1".

City owned receptacles not located along Lincoln Hwy or adjacent to it are located at: Strode and Valley Rd; S. 5th Ave and Olive; S. Third Ave between Lincoln Hwy and MLK Dr; N Third Ave between Fleetwood and Lumber St. These City owned receptacles must be picked up on the same schedule as the Lincoln Hwy receptacles.

7) Holidays: No collection of Solid Waste or Recyclables shall occur on Holidays as defined here. However, if the regular collection day of Solid Waste, Recyclables, or both falls on a Holiday, pick up will be required the day after that Holiday. Notice of any modification to this schedule, requested by the Contractor and approved in writing by the City Manager (or his/her designee), shall be provided in writing to residents of the City and all costs of such notice shall be borne by the Contractor.

8) Hours: Collections shall be made commencing at 6:00 a.m. prevailing time and shall be continuously pursued until the routes are completed. All routes shall be

completed no later than 4:00 p.m., prevailing time, except in cases of unusual delay, emergency, or breakdown. Any anticipated deviations from, or extension of, these hours shall have provided to the City Manager (or his/her designee) for approval a minimum of two (2) hours prior to the closing of City Hall.

9) Manner of Collection: Collection shall be made with a minimum of noise and traffic delay and all receptacles and containers shall be handled as carefully and quietly as possible and replaced in their original location. Any spillage shall be cleaned up immediately.

10) Trade Waste: Trade waste shall not be collected nor combined with any Solid Waste collected by the Contractor, said materials being exempt from the provisions of the contract. The producer of such materials shall however, at his own expense, make arrangements with any Contractor for the removal and disposition of such materials.

b. **Designation, Transport, Handling and Disposition of Solid Waste and Recyclable Materials**

1) **Solid Waste, Bulk Trash and Recyclable Materials from Dwelling Unit/Residential and Limited Commercial/Residential Properties along Lincoln Hwy (categories 5.a.1), 2) and 3), above).**

a) Solid Waste and Bulk Trash collected from Dwelling Unit/Residential and Limited Commercial/Residential Properties along Lincoln Hwy (categories 5a and 5b above) will be collected, transported to and deposited at the Chester County Solid Waste Authority Lanchester Landfill. Disposal will be charged to the Municipality and all dump slips will be provided to the Director of Public Works within five (5) days after the close of each month.

b) The City utilizes a single-stream collection of Recyclable materials which will be placed by the residents in the curbside Recycling totes. The resident may also put out additional Recycling and place it by the cart for collection. The Contractor shall collect all properly prepared Recyclables but shall not be required to collect materials not properly prepared. The Contractor shall ensure that collected Recyclable Materials are not contaminated with non- recyclable materials during the time the Recyclable Materials are the Contractor's responsibility.

Once collected, Recyclables shall be owned by the Municipality. The Contractor shall transport the Recyclables to the Designated Processing Center selected by the City. 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 City each week with weight slips from the Designated

Processing Center for the Recyclables delivered to the Center. The City shall be responsible for all costs charged (or proceeds received) by the Designated Processing Center for the recycling of the material.

2) **Collection. Transport and Handling of Solid Waste and Recyclable Materials for City-owned Properties, Park Receptacles and City-Owned Receptacles along Lincoln Hwy. and adjacent side streets (categories 5(a) (4), (5) and (6))**

Solid Waste and Recyclables collected from City-owned Properties. Park Receptacles and City-Owned Receptacles along Lincoln Hwy. and adjacent side streets (categories 5d. 5e and 5f above) are commingled and will be collected, transported to and deposited at the Chester County Solid Waste Authority Lanchester Landfill. Disposal will be charged to the Municipality and all dump slips will be provided to the Director of Public Works within five (5) days after the close of each month.

c. <u>Receptacles</u>

1) The Contractor shall provide the option for providing one (1) new 96-gallon Commercial Trash Tote to each of the residential dwellings within the City of Coatesville and to the limited commercial/residential properties along Lincoln Hwy to be serviced as per Attachment 1. The containers provided by the successful bidder shall be the property of the property owner upon delivery. Property owners shall be required to purchase replacements of a like kind through the Contractor; unless, however, the need for a replacement is a result of damage or destruction of a Tote cause by Contractor, in which case, Contractor shall replace the Tote free-of-charge. Tote container specifications shall be acceptable to the City to best ensure replacement availability. In the alternative, bidders shall provide a price for the City to bulk purchase 3300 Solid Waste and 3300 Recycling Totes and the price per Tote for each additional Tote above 3300 as "Addition/Alternate 2". If Addition/Alternate 2 is selected by the City, Property owners shall be required to purchase replacement Totes through the City unless the need for a replacement is a result of damage or destruction of a Tote cause by Contractor, in which case, Contractor shall replace the Tote free-of-charge.
2) The Contractor shall provide one (1) eight-yard trash dumpster and one (1) eight-yard recycling dumpster to City Hall. One City Hall Place, Coatesville, PA
3) The Contractor shall provide one (1) eight-yard trash dumpster and one (1) eight-yard recycling dumpster to Washington Hose Co, 376 E Lincoln Hwy, Coatesville, PA.
4) The Contractor shall provide one (1) 40-yard roll-off trash dumpster, one (1) 20 yard roll-off trash dumpster, and one (1) eight-yard trash dumpster as well as one (1) eight-yard recycling dumpster at the City of Coatesville Public Works Department, 118 Maple Avenue, Coatesville, PA.
5) The Contractor shall provide one (1) two-yard slant front load trash dumpster at

Ash Park, South 3rd Avenue and Kersey Street; and one (1) two-yard slant front load trash dumpster at Palmer Park, North 9th Avenue and Chestnut Street, as shown in Attachment 2.

d. Violation Notices

The Contractor shall be responsible for the issuing of violation notices to the residents for violations in the preparation of Solid Waste and/or Recyclable Materials. A written violation or exception notice report shall be provided to the Municipality describing the address and nature of the violation. A report of these violations shall be provided on a weekly basis to the Municipality.

If requested by the City, the Contractor shall provide a copy of the video from the trash vehicle.

e. Contract Documents

These Instructions, Specifications and Bid Documents shall be a part of the Contract by reference.

f. Term

The contract term shall be for a period of three (3) base years plus two (2) one (1) year options. Year one begins on July 1, 2027. The Contractor will be notified of the Municipality's intent to extend the Contract into the two optional years (years 4 and 5) on or before December 31st of the years 3 and 4, respectively. The City's decision as to whether to extend the Contract into the optional 4th or 5th year shall be at its sole discretion. The City reserves the right to be notified 180 days prior to any fee or service changes while the contract is in place.

g. Performance Bond and Bond Years

Within ten (10) days of the Contract award and prior to the execution of the Contract, the successful bidder will be required to furnish a Performance Bond (BID PROPOSAL Attachment 1) for the faithful performance of the Contract, in the sum outlined as follows:

1) First Year Bond-100% of the first year Bid.
2) Second Year Bond - 100% of the second year Bid, adjusted to include new dwelling units to be submitted to the Municipality 60 days prior to the end of the first year.
3) Third year Bond - 100% of the third year Bid, adjusted to include new dwelling units to be submitted to the Municipality 60 days prior to the end of the second year.
4) Fourth year Bond - 100% of the fourth year Bid, adjusted to include new dwelling units to be submitted to the Municipality 60 days prior to the end of the third year.

5) Fifth year Bond - 100% of the fifth year Bid, adjusted to include new dwelling units to be submitted to the Municipality 60 days prior to the end of the fourth year.

The initial Bond shall commence on the date on which work is to commence and on each anniversary of such new bond year thereafter. Said Bond shall be that of an approved surety company authorized to transact business within the Commonwealth of Pennsylvania and proof of same shall be submitted to the satisfaction of the City Solicitor. Agents of the bonding company shall furnish the necessary powers of attorney, bearing the seal of the company and evidencing such agents' authorizations to execute the particular type of bond to be furnished, as well as the right of the surety company to conduct business in the Commonwealth of Pennsylvania. The performance bond for each succeeding option year shall be delivered with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

h. Schedule of Payments

1) The Municipality shall pay the Contractor for such collection of Solid Waste, Bulk Trash, and Recyclable Materials done in accordance with these specifications and the Contract in monthly payments equal to 1/12 of the agreed upon contract price for each year in equal monthly installments starting one month after the commencement of work. Each payment shall be made within 30 days of receipt of an invoice. The amount payable per month shall be adjusted annually to take into account any increase or decrease in excess of fifty (50) dwelling units.
2) The Bid submitted is a unit price per dwelling unit per year predicted on units served. If more or less dwelling units need to be serviced in subsequent years, then the Contract price shall be increased or decreased proportionately based on the per dwelling unit price. Said adjustments to occur annually on July 1st of each calendar year of the Contract.
3) The Bid submitted shall include the base fuel price utilized by the Contractor in calculating the proposed contract price together with the source or rationale supporting that base fuel price. The City and Contractor shall establish a mutually agreeable indexing mechanism providing for quarterly adjustments to the contract price resulting from increases or decreases in fuel costs. The City of Coatesville would like to review any gas or diesel fuel agreements prior to potential fuel adjustments.

i. Penalties and Termination of Contract Due to Non-Performance (Legal fees absorb by hauler.

It is understood that the orderly and proper collection of Solid Waste, Bulk Trash, and Recyclable Materials as defined herein, is a matter of serious and vital concern to the Municipality because of the effect which it has upon the health and welfare to the City residents. Furthermore, it is anticipated that occasional minor breaches or violations may occur during the course of the performance of the Contract. Since many of these minor breaches or violations are incapable of prompt and reasonable calculation, the

following stipulated liquidated damages may be invoked on behalf of the Municipality by the City Manager or his/her designee, whose determination and certification of the same shall be final.

The City Manager or authorized representative shall notify the Contractor's supervisor of such violations where they can be immediately corrected. If a violation remains uncorrected for more than forty-eight (48) hours, the City Manager or duly designated representative may assess a fine in accordance with the following schedule of penalties/liquidated damages, which may be deducted from the next monthly invoice due:

- Failure of a truck and crew to operate over and complete a regular route - $1,000.00 per day, per route. Each day shall be considered a separate incident.

- Failure to collect Solid Waste, Recyclables or Bulk Trash properly in place at the designated approved locations - $100.00 per dwelling unit.

- Using or maintaining trucks in a leaking or unsanitary condition - $500.00 per offense plus damages, including costs of cleanup.

- Damaging (other than reasonable and normal wear and tear) or carrying away of permanent receptacles - repair, replace or pay $500.00 per offense whichever is greater.

- Failure to clean up any materials spilled or draining off equipment-- $500.00 per offense plus damages.

- Failure to replace any waste or recyclable container properly at curbside as provided in this document - $10.00 per incident.

Under **no circumstances** shall the Contractor commingle Municipal Solid Waste or Recyclable Materials from another municipality, and haul this waste to the designated landfill. Penalty for such violation shall be $1,500 per incident. Each violation shall be considered a separate incident.

In the event that the Contractor shall be in default of the service contract, or if the Contractor should ever fail to collect the materials required herein and such a default or failure shall be uncured for a period of five (5) consecutive scheduled working days, the Municipality may, at its option, terminate the Contractor's services due to such non-performance.

The foregoing option of the Municipality upon any default or failure of the Contractor is cumulative to its other legal and equitable rights, therefore, upon any material breach hereunder, the Municipality may likewise have the option of notifying the

Contractor's surety on its performance bond of the Contractor's obligations hereunder or forfeit the penal amount of said bond, or the Municipality may likewise at the same time immediately commence all available legal and equitable remedies against the Contractor and its surety for the immediate and specific performance of this agreement and the payment of all damages sustained by reason of said breach.

It is hereby stipulated and agreed that in the event of a labor stoppage; labor strike, lockout; destruction of or damage to or interruption, suspension or interference with the operation of the Contractor's equipment caused by Acts of God, fires, explosions, or other matters beyond the reasonable control of the Contractor; restraints of government, lawful orders of court, administrative agencies or governmental officers or suspension, termination or interruption of governmental licenses or permits, changes in laws regulations or ordinance or emergency, the Contractor shall not be considered in default or breach of services contract by reasons thereof, provided, however, that the Municipality's cost of performing the work specified in the service contract to be done during such period shall be charged to the Contractor as in the case of a default by the Contractor.

j. Assignment

It is understood and agreed by the Contractor that during the performance of its duties under this Contract, it will not assign its contractual rights or its duties and obligations arising hereunder to any third person without prior written approval of the Municipality having been obtained, which approval the Municipality shall be under no obligation to give, it being at all times understood that the Contractor is not acting as an agent for a subsidiary of any other entity. In such case, the Contractor shall state to the City in writing, the name and address of such subcontractor as it intends employing, the portion of the contract which is to be subcontracted, the place of business of the subcontractor and such other information as the City may require, in order to determine whether such subcontractor is reputable, reliable and able to perform the work as called for in the specifications.

The Contractor shall not be released from any of his liabilities or obligations under this contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

k. Merger/Bankruptcy/Bulk Sale

The City of Coatesville should be contacted immediately prior to any merger, sale, or bankruptcy filings. During the term of the Contract, Contractor covenants, warrants and agrees that it will not file any proceeding in bankruptcy or reorganization under the bankruptcy laws of the United States or under any specific debtor, receivership, and composition for creditors, liquidation proceedings or similar composition proceedings under Pennsylvania law. Contractor further covenants, warrants and agrees that, during the term of any

contract awarded, that it will not merge with any other entity or become a subsidiary of any other corporate or personal interest or undertake the sale of its asset, stock or equipment during the term of the Contract in any fashion, which might jeopardize or compromise service or performance as provided for with this Contract.

If, despite the covenants contained herein, said Contractor does file proceedings in bankruptcy or like proceedings in State Courts, or by merger or sale become acquired by any other corporation or entity, such actions may constitute a termination of the Contract and result in the subsequent forfeiture of the Performance Bond at the Municipality's sole election.

l. Equipment

1) Types of Vehicles: All trucks shall be specifically designed to prevent leakage of any liquids or fluids. All open type vehicles shall be covered with a suitable covering to prevent the discharge of Solid Waste and Recyclables from the vehicle.

2) Conditions and Appearance of Vehicles: All vehicles and equipment shall be maintained in good working and operating condition, both with respect to safely and sanitation. Equipment shall not be overloaded so that refuse may spill or drop in the highways or maintained as to permit the leakage of fluids. All trucks shall be regularly cleaned and kept in proper condition. Trucks and equipment shall likewise be of a uniform color and shall bear the name and address of the Contractor plainly visible on both cab doors. The City of Coatesville request a list of all trucks with video capabilities.

3) Cleanup: Each truck shall have at least one (1) broom and shovel to clean up Solid Waste and Recyclables that may be spilled or otherwise scattered during the process of collection. All spillage shall be cleaned up immediately.

4) List of Equipment and Personnel: The Contractor shall file with the City Manager or his/her designee a list of all vehicles and equipment with identification information thereon. Changes in equipment shall be promptly reported to the City Manager designated representative so that records will be correct and accurate at all times.

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

m. Offensive Employees:

The Contractor is expected to hire competent employees to carry out the requirements of this service contract. The Contractor shall appropriately discipline any employee for:

1) Intoxication or drug/alcohol use
2) Using loud, profane, vulgar or obscene language
3) Soliciting gratuities or tips from the public for services to be performed

hereunder

4) Refusing to collect or handle Solid Waste and Recyclables as herein required and defined.
5) Wanton or malicious damage or destruction of containers or receptacles.
6) Wanton or malicious scattering or spilling Solid Waste and Recyclables.
7) Any other wanton, willful or reckless disregard of safety or sanitary requirements
8) Any act which may constitute a public nuisance or disorderly conduct

n. Sales and Use Tax Acts

Bidders will make their own independent analysis of Pennsylvania sales and use taxes and the applicability or non-applicability thereof lo the services to be provided and performed under and as part of the Contract Work. All taxes are to be included in the unit prices bid and the City will not make any separate payments of taxes.

o. Chester County Solid Waste Plan

Pursuant to the provisions of the County Plan, the successful bidder must:

1) Be licensed by Chester County for the full term of any contract pursuant to these specifications. If a three-year contract is awarded, the successful bidder must obtain and maintain a valid license for each year of the Contract;

2) Expressly agree to abide by the rules and regulations of the Chester County Solid Waste Plan and the City of Coatesville;

3) All the refuse/solid waste to be collected herein shall be delivered to and deposited in the Chester County Solid Waste Authority Lanchester Landfill. Prior to the execution of the Contract, the Contractor shall furnish the Municipality with a written commitment from the Chester County Solid Waste Authority which will allow the Contractor lo dispose of all municipal waste collected from the Municipality for the duration of the Contract; and,

4) In addition, the following definitions from the Chester County Solid Waste Plan, as amended, and any regulations and policies adopted pursuant thereto, (hereinafter the "County Plan"), are incorporated by reference:
   a) Acceptable Waste,
   b) Hazardous Waste,
   c) Non-Processable Waste,
   d) Point of Entry into the County System,
   e) Processable Waste,
   f) Unacceptable Waste

p. Complaints and Supervision

The Contractor shall provide a responsible supervisor who shall be available within the City and may be contacted at a local or toll-free telephone number and via email during each collection day between the hours of 6:00 a.m. and 5:00 p.m. Monday through Friday to receive complaints, assist with any problems, answer inquiries, and resolve disputes with respect to services lo be supplied pursuant to this Contract. The Contractor is responsible for all corrective actions (to be taken within 24 hours of the next business day) and a log of complaints and corrective actions taken shall be kept by the Contractor and reported to the Municipality no later than with the submission of the monthly invoice.

The Contractor shall also provide a responsible manager who shall be available and may be contacted at a local or toll-free telephone number and via email during each working day between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. The responsible supervisor or manager shall be available to meet with the City Manager or his/her designee on a quarterly basis to review contract performance and address any pending issues. The Contractor shall supply the Municipality with the telephone number for the supervisor and manager. In addition, the Contractor shall provide an after-hours contact for emergencies.

The Contractor will further be held responsible for the conduct and deportment of the employees, during the performance of their work. The City Manager or his/her authorized representative may request the suspension or discontinuance of any employee from working for the Contractor within the Municipality for any of the following offenses during working hours and the Contractor shall comply with that request as promptly as possible:

1) Intoxication or drug/alcohol use;

2) Using loud, profane, vulgar or obscene language;

3) Soliciting gratuities or tips from the public for services to be performed hereunder;

4) Refusing to collect or handle Solid Waste and Recyclables as herein required and defined;

5) Wanton or malicious damage or destruction of containers or receptacles;

6) Wanton or malicious scattering or spilling Solid Waste and Recyclables;

7) Any other wanton, willful or reckless disregard of safety or sanitary requirements; and,

8) Any act which may constitute a public nuisance or disorderly conduct.

Further, said employees shall conduct their work as quietly as possible, with a minimum of interference to pedestrian and vehicular passageway through the Municipality.

q. Inspection

The City of Coatesville shall have the right to have all equipment and laborers utilized by the contractor report to the Department of Public Works prior to commencement of work each day. The City of Coatesville reserves the right to inspect all equipment and to record and verify designated vehicle information and condition of said vehicle and laborers.

Failure of the Contractor to have vehicles checked, if requested, may result in non-payment of invoice and a deduction in the amount paid by the City of Coatesville or a $100.00 penalty fee per truck per day, whichever is higher. The City of Coatesville reserves the right to conduct periodic random inspections of equipment during the collection process, as it deems necessary to properly monitor the collection process.

The utilization of the trucks assigned for the collection of solid waste and recycle are on an "exclusive use" basis. ONLY authorized collection points within the City and specified within this document are to be collected. No unauthorized collection will take place while the Contractor's vehicles are carrying Solid Waste or Recyclables collected in the City of Coatesville.

r. Workers' Compensation Insurance

Prior to commencing work, the Contractor shall file with the Municipality a certificate of Workers' Compensation Insurance and written confirmation that the premium for such coverage has been paid. The Contractor during the term of this Contract shall carry Workers' Compensation Insurance, insuring and covering any and all persons employed by him in the performance of this Contract, and before starting work on this Contract, such company's insurance policy and payment of the premium thereof filed with the Municipality.

s. Liability Insurance

1) Coverage

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

a) Bodily injury and property damage:

1. $1,000,000.00 per occurrence
2. $2,000,000.00 aggregate

b) Products Completed Operations:
   1. $2,000,000.00 aggregate
c) Contractually Assumed Liability for Bodily Injury and Property Damage:
   1. $1,000,000.00 per occurrence
   2. $2,000,000.00 aggregate
d) Liability Coverage shall be written under an occurrence policy.
e) Personal Injury: $2,000,000.00 aggregate
f) Automobile Liability:
   1. Bodily injury
      a. $1,000,000.00 per person
      b. $1,000,000.00 per accident
   2. Property Damage
      a. $1,000,000.00 per accident.
g) Umbrella Excess Liability coverage in the amount of $3,000,000.00.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall, inter alia, name the Municipality as an additional insured and be designed to protect the Municipality from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of his Contract, whether such obligation be controlled by the Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this Contract and shall otherwise indemnify and hold the Municipality harmless from any and all manner of claims and lawsuits and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business within the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Municipality before the execution of the Contract hereunder. Said policy shall remain in force and effect until the expiration of the terms of the Contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall deposit with the Director of Finance the certificates of insurance confirming the coverage required herein, prior to commencing work under this Contract.

2) <u>Cancellation of Insurance</u>

Each and every policy of insurance maintained in accordance with the terms of these specifications and the contracts entered there under, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Municipality by certified mail, return receipt requested, written notice of any modification,

alteration or cancellation, which shall be received by the Director of Finance at least thirty (30) days prior to the effective date of such modification, alteration or cancellation. If such modification, alteration, or cancellation shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the Contractor may be deemed to be in default and the Municipality shall terminate this Agreement as the effective date of said change and insurance coverage and the surety on the Performance Bond may be held responsible by the Municipality for the resulting losses.

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

3) Governmental Immunity Waiver

All policies of insurance required pursuant to the specifications or the subsequent Contract therein, shall waive any government immunity, if any, of the Municipality and shall extend to and include all direct and indirect agents and employees of the Contractor, and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the Contractor pursuant to the terms of this Contract.

t. Hold Harmless Provision

The Contractor shall indemnify, defend, and hold harmless the City of Coatesville from and against all claims, damages, losses, and expenses, including reasonable expenses incurred by the City of Coatesville on any of the aforesaid claims, to the extent caused by the negligence or willful misconduct of the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. Preparation of Proposals

a. Bid Bond

Each Proposal shall be accompanied by Bid Security payable to the City of Coatesville in the amount of ten percent (10%) of the Bid Price for Year #1 of the Contract to ensure the proper execution of the Contract. This Bid security shall be a Bid Bond prepared on the form attached, duly executed by the bidder as principal, and issued by a surety company authorized to transact business in the Commonwealth of Pennsylvania. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time

required, the award to the bidder shall be rescinded and the guaranty shall become the Property of the City.

The name and address of each surety furnishing the Contractor's Bid Bond as required hereinafter must be stated in the Proposal, and the surety's consent must be given in the form attached thereto. The Surety Consent Form must be attached to the Bid Bond when submitted.

In addition, each surety's consent must be accompanied by a Power of Attorney nominating, constituting, and appointing the person whose signature appears on said surety's consent as the true and lawful agent of the surety to execute all bonds and the consent on its behalf.

All instruments of the Bid security shall be valid and remain in effect for the entire period that the bids remain open. Substitute Bid Bond forms are not acceptable. An electronic copy of the Bid security must be submitted with the bid.

The City may annul the Notice of Intent to Award if the apparent Successful Bidder fails or refuses to execute and deliver to the City the executed Contract, together with the required Performance Bond, and Insurance Certificate, within the number of calendar days specified in the Notice of Intent to Award. Bidder shall be considered in Default, and the full amount of its Bid security shall be forfeited to the City as liquidated damages (not a penalty). The Bid security of all bidders will be returned upon execution of the Contract.

b. Withdrawal of Bids

A Proposal, after having been submitted, may be withdrawn by the Bidder prior to the time set for the opening of bids upon the presentation of a written request for such withdrawal to the City Manager. No bidder may withdraw his or her bid after the date set for opening of bids.

c. Right to Reject Bids

The City will determine who is the lowest responsible Bidder upon the basis of the bids submitted, and reserves the right to reject any or all bids, or parts thereof, and reserves the right to waive any informalities or technical defects if, in its judgment, the interest of the City shall so require.

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

Proposals that are deemed by the City to be incomplete, conditional, or obscure, or which contain additions, erasures, alterations, omissions, or irregularities of any kind may be rejected as nonresponsive. If there is a failure to provide information or

complete all documents to the satisfaction of the Municipality, a bid may be classified as "Unqualified" and be subject to rejection by the City.

d. Disposal of Proposal Guarantee

As soon as the lowest responsible bidder has been selected, the award made, and the successful bidder has executed the contract and furnished the required security for the performance of the contract, all bid bonds and checks submitted with bids shall be returned to all unsuccessful bidders. In case the successful bidder shall fail to execute and deliver the contract and the necessary bonds within thirty (30) days after notice from the City to do so, the award to him shall be vacated and such bid bond or check shall be forfeited as liquidated damages.

e. Pre-Bid Conference

A pre-bid Conference will be held via Teams on **Monday, September 14 at 1:00** pm. Bidders should email admin@coatesville.org for a meeting link. Alternatively, bidders can submit questions via email by **Tuesday, September 15** to: admin@coatesville.org. The City of Coatesville shall not be responsible or liable for any matters in the subsequent bid award to any company/corporation who fails to submit questions. Any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed to all parties of record receiving such specifications by **Friday, September 18.** Failure of any bidder to receive any such addenda shall not relieve the bidder from any obligation to conform to the requirements herein set forth.

f. Consent of Surety

Each proposal shall be accompanied by a Consent of Surety (BID PROPOSAL Attachment 3) from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania; and such letter shall state the surety therein mentioned agrees to furnish the required surety bond and any bond which is made a condition of the awarding of this contract anywhere in this proposal. The letter shall state in dollars the amount of the bond being furnished as well as the time period.

g. Affidavit of Non-Collusion

Each bidder shall be required to submit an Affidavit of Non-Collusion on the form included in, and made part of, this proposal. (BID PROPOSAL Attachment 4)

h. Affirmative Action Affidavit

Each bidder shall be required to submit a Non-Discrimination/Affirmative Action Affidavit on the form included in, and made part of, this proposal. (BID PROPOSAL Attachment 5).

i. Bidders' Qualifications

The Bidders' experience, necessary facilities, and financial resources to perform this Contract will be examined by the City and the City reserves the right to reject the Proposal of any Bidder not possessing satisfactory qualifications as deemed by the City.

Bidders submitting proposals must have the following qualifications:

1) Financial- The Bidder must be a financially secure company and shall submit the following financial information with his bid: three (3) years of financials reports including Profit and Loss, Balance Sheets; identification of any legal actions or proceedings pending or occurring and/or any contingent liabilities.

   Financial information shall be submitted with the sealed bid. Documents shall be contained within a sealed envelope marked "FINANCIAL INFORMATION-CONFIDENTIAL." Financial Information of all Bidders will be returned after selection of the apparent low bidder is made.

2) Qualifications and Experience - The Bidder must have previous experience in the collection of Municipal Solid Waste and Recyclables. Bidders shall submit the following with their bid (BID PROPOSAL Attachment 6):
   a) Locations of curbside programs for which the bidder collects Municipal Solid Waste and Recyclables.
   b) Number of households collected or volumes collected and frequency of collection for listed recycling programs and municipal solid waste.
   c) Materials collected by bidder.
   d) Ownership and description of collection vehicles.
   e) References for program listed by Bidder. References to include dates, name, position, location of program, address and telephone number.
   f) Examples of its ability to rapidly and effectively respond and provide waste management and recycling services to municipalities impacted by natural disasters such as floods, tornados, and other major adverse events or Acts of God.
   g) Examples of its ability to provide waste management and recycling receptacles and services to municipalities for special events such as parades, carnivals, block parties, other social gatherings and emergencies.

j. Notices to Contractor

The residence or place of business designated in the bid or proposal is hereby designated as the place to which all notices, letters and other communications shall be mailed or delivered. All notices specifically maintained herein, and all other communications of any kind that may of necessity be hereafter dispatched, shall be sent by regular mail and the Contractor shall be deemed to have received

said notice as of the date of the postmark.

l. Signature of Bidders

The firm, corporation or individual name of the bidder, as appropriate, must be signed in ink in the space provided and the same for the proposal blank. In the title of the officer signing must be likewise slated, the seal of the corporation must be duly affixed and the corporate officer executing the document on behalf of the corporation shall attach thereto a certified copy of a resolution of the corporate board of directors indicating that officer's authority to make such a proposal and submit such a bid on behalf of the corporation.

In the case of a partnership, the signature of at least one of the partners must follow the firm name together with an indication that the signature is that of a partner. If some other agent of the partnership submits or executes a bid for the firm, they shall attach thereto a notarized statement signed by each of the partners indicating that they are authorized to act as an agent for the partnership in this endeavor. In the case of a bid submitted by an individual, the designation "individual proprietorship" shall follow the signature in question; and trade name used by a non-corporate bidder shall be so designated and shall be indicated as having been registered or not registered under the Fictitious Names Registration Act with the Secretary of the Commonwealth of Pennsylvania, and the Prothonotary of the County in Pennsylvania where so registered.

7. Contract

a. Award of Contract

It is intended that the award of the Contract will be made by the City or all bids rejected within sixty (60) calendar days from the date of opening the bids, but may, subject to bidders' rights to withdraw, take a longer time.

b. Execution of Contract and Performance Bond

The Bidder, whose Proposal is accepted, shall submit to the City the executed Contract, the Performance Bond and all other required documents within ten (10) days after receipt of notice of award of the Contract.

BID PROPOSAL – REQUIRED ATTACHMENTS

Attachment 1: Performance Bond

Attachment 2: Bid Bond

Attachment 3: Consent of Surety Form

Attachment 4: Non-Collusion Affidavit

Attachment 5: Non-Discrimination/Affirmative Action Affidavit

Attachment 6: Bidder's Qualifications Questionnaire

Attachment 7: Bid Proposal Form

Bond No. _____

Premium $ _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a corporation duly organized under the laws of the State of _____ and licensed to do business in the State of _____, as Surety, are held and firmly bound unto _____ (Obligee), in the penal sum of _____ ($_____) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, for _____ and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contact, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____ until _____, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this _____ day of _____, _____.

_____

_____ _____

(Witness) _____

_____

_____ _____

(Attest) _____, Attorney-in Fact

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____

(hereinafter called the "Principal"), and _____, a

corporation authorized to transact business in Pennsylvania, and having its principal office at

_____ (hereinafter called the "Surety"),

as Surety, are held and firmly bound unto the City of Coatesville (hereinafter called the

"Obligee"), as Obligee, in the sum of _____

_____ Dollars ($_____) lawful money of the United

States of America, for payment of which we bind ourselves, and each of our respective heirs,

legal representatives, successors and assigns, jointly and severally, by these presents on this

_____day of _____, 20____.

WHEREAS, said Principal is herewith submitting to the Obligee a bid to perform work for the Obligee's proposed Collection of the City of Coatesville's Solid Waste and Recycling Services Project, pursuant to plans, specifications, and other Contract Documents incorporated into said bid by reference; and it is a condition of the Obligee's receipt and consideration of said bid that such shall be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that in the event of acceptance of his bid by Obligee and within the period specified therefore in the bidding requirements, said Principal shall, within the time set forth in the Bidding Documents, provide to the Obligee (i) the required bonds in the required amounts and on the required forms, (ii) certificates of insurance evidencing the coverages and minimum limits required by the Contract documents, (iii) a properly executed Public Works Employment Verification form, and (iv) signed copies of the contract for construction, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such contract, give such bonds, and furnish such certificates within the time specified, the Principal and Surety will pay to the Obligee the amount of this Bid Security together with interest as liquidated damages.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bond the day and year aforementioned.

(Individual Principal) (SEAL)

Witness: Signature of Individual
Trading and doing business as:

_____ _____
(Individual Name)

_____ _____
(Business Name)

****

(Partnership Principal) _____
(Name of Partnership)

Witness:

_____ By: _____
(SEAL) Partner

_____ By: _____
(SEAL) Partner

_____ By: _____
(SEAL) Partner

****

(Corporation Principal) _____
(Name of Corporation)

Attest: _____ By: _____
Secretary/Assistant Secretary President/Vice President

(CORPORATE SEAL)
OR (if applicable)

Attest: _____ *By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

****

(CORPORATE SURETY)

_____
Name of Corporation

Witness or Attest:

_____ By: _____
Title

(CORPORATE SEAL)

**Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

BID PROPOSAL – ATTACHMENT 3

Consent of Surety Form

BID PROPOSAL
CONSENT OF SURETY

_____, herein referred to as Surety, a corporation organized and existing under the laws of the state of _____ and duly authorized to transact business in the Commonwealth of Pennsylvania, hereby agrees that, if the contract for the City of Coatesville Collection of Municipal Solid Waste and Recyclables for which the accompanying proposal is made, be awarded to _____, the Surety will furnish the required performance bond and any other bond which is made a condition of the awarding of the contract. The surety will provide a performance bond in a dollar amount equal to 100% of the value of the contract or other amount as required by the contract terms and conditions.

Signed, sealed, and dated this _____ day of _____, 20

By: _____

Title: _____

BID PROPOSAL – ATTACHMENT 4

Non-Collusion Affidavit

BID PROPOSAL
NON-COLLUSION AFFIDAVIT

STATE OF)

SS:

COUNTY OF)

I, _____ being of duly sworn, deposes and says that I am _____
(Affiant)

_____ Of _____
(sole owner, a partner, president, secretary, etc.) (Bidder's Name)

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

(Affiant Signature)_____

(Name of Company)_____

_____ Sworn and subscribed before me this ___ day of _____, 20

(SEAL) (Notary Public Signature) _____

My commission expires _____

BID PROPOSAL – ATTACHMENT 5

Non-Discrimination/Affirmative Action Affidavit

BID PROPOSAL

NON-DISCRIMINATION/AFFIRMATIVE ACTION AFFIDAVIT

I, _____, being duly sworn, depose and say
(Name of Affiant)

the _____ of _____
(Title) (Name of Company)

In such capacity and for and on behalf of _____ it is hereby affirmed and agreed as follows:

1. _____ will not discriminate against an employee
(Name of Bidder)

or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.

2. _____ will take affirmative action to insure that all
(Name of Bidder)

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

3. _____ will in all solicitations or advertisements for
(Name of Bidder)

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

(Affiant Signature)_____

(Name of Company)_____

Sworn and subscribed before me this _____ day of _____, 20__.

(SEAL) (Notary Public Signature) _____

My commission expires_____

BID PROPOSAL – ATTACHMENT 6

Bidder's Qualifications Questionnaire

BID PROPOSAL
BIDDER'S QUESTIONNAIRE

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

1. How many years' experience in the collection or refuse in municipalities has your organization (bidder and/or bidder's parent subsidiary or affiliated corporations) had? ___

2. Qualifications and Experience List the municipalities you or your organization are now providing curbside collection services for, the number of units serviced in each municipality, materials collected, reference and their phone number

   (Please use an extra sheet if necessary):

Municipality And Dates	Number of Units Served	Materials Collected	Frequency Of Collection	Reference (name and position)	Phone Number

3. Indicate the telephone number for your office which will be available to receive service related calls from both the residents of the City and City officials: _____

BID PROPOSAL
BIDDER'S QUESTIONNAIRE

4. Indicate the email address which will be available to receive service related emails from both the residents of the City and City officials: _____

5. What equipment do you intend to obtain and use for the performance of the service contract? (Please complete the below Equipment List)

Year	Make	Capacity (Cubic Yards)

OTHER EQUIPMENT USED TO PERFORM UNDER THIS SERVICE CONTRACT:

_____

_____

_____

BID PROPOSAL
BIDDER'S QUESTIONNAIRE

6. Have you or your organization, or any partners or officers thereof, failed to complete a municipal collection contract for any reason or defaulted under any such contract? If so, where?

_____

_____

7. Is your company associated with any other companies directly and/or indirectly?

(yes/no _____) if so, give details._____

_____

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

_____

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

_____

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

_____

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

_____

12. Examples of your ability to rapidly and effectively respond and provide waste management and recycling services to municipalities impacted by natural disasters such as floods,

tornados, and other major adverse events resulting from Acts of God.

13. Examples of your ability to provide waste management and recycling receptacles and services to municipalities for special events such as parades, carnivals, block parties, and other social gatherings.

BID PROPOSAL FORM

Purpose: City of Coatesville Municipal Solid Waste and Recyclables

Submitted by:

_____

Firm Name (please print or type)

_____

Authorized representative (please print or type)

_____

(Date)

To: Office of the City Manager for the City of Coatesville

One City Hall Place

Coatesville, PA 19320

Pursuant to and in compliance with the advertisement for bids, and the information to bidders, relating thereto, the undersigned as bidder declares that he/she has examined the "specifications" and "form of contract" attached hereto, and that he/she agrees, if this proposal is accepted, to contract in the form provided by the City of Coatesville to furnish all labor and equipment and other facilities necessary or proper for the collection and disposal of Municipal Solid Waste and Recyclables as specified for the sum of:

_____	_____	_____	_____
Year #1	Year #2	Year #3	Total Base Years

_____	_____		_____
Year #4	Year #5		Total Base + Options

Additional information:

New 96-gallon Commercial Trash Totes

Year #1	Year #2	Year #3	Total Cost of Totes
_____	_____	_____	_____

Proposed Collection Schedule

Monday _____

Tuesday _____

Wednesday _____

Thursday _____

Friday _____

Base Fuel Cost and Basis/Rationale: _____

_____

_____

_____

Bid Appendices

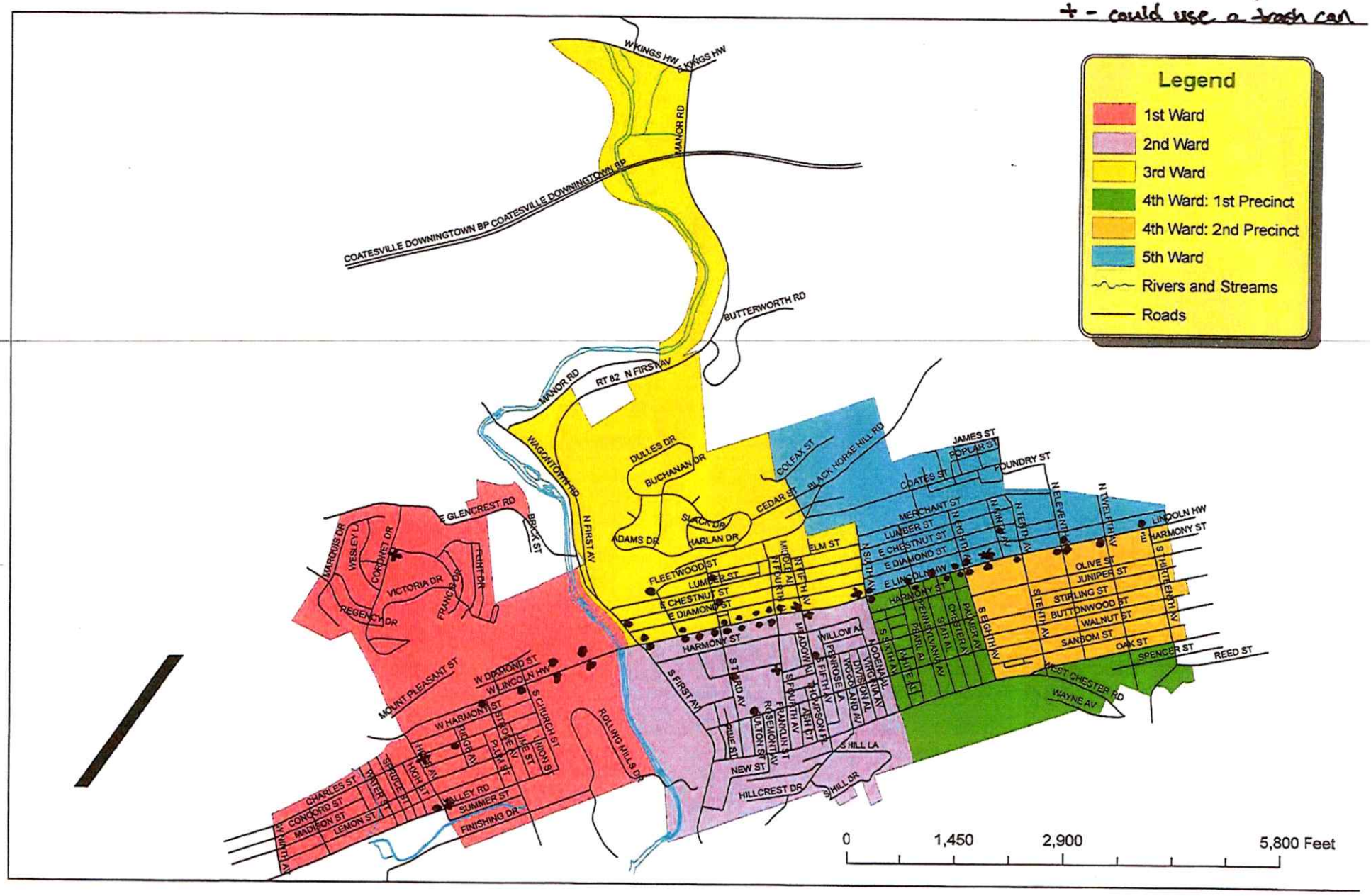
Appendix 1: Street Side Receptacles Map

Appendix 2: Map of City Park Locations

Appendix 3: Current Trash Collection Schedule

Streetside Receptacles

●--trash can already there
+ - could use a trash can



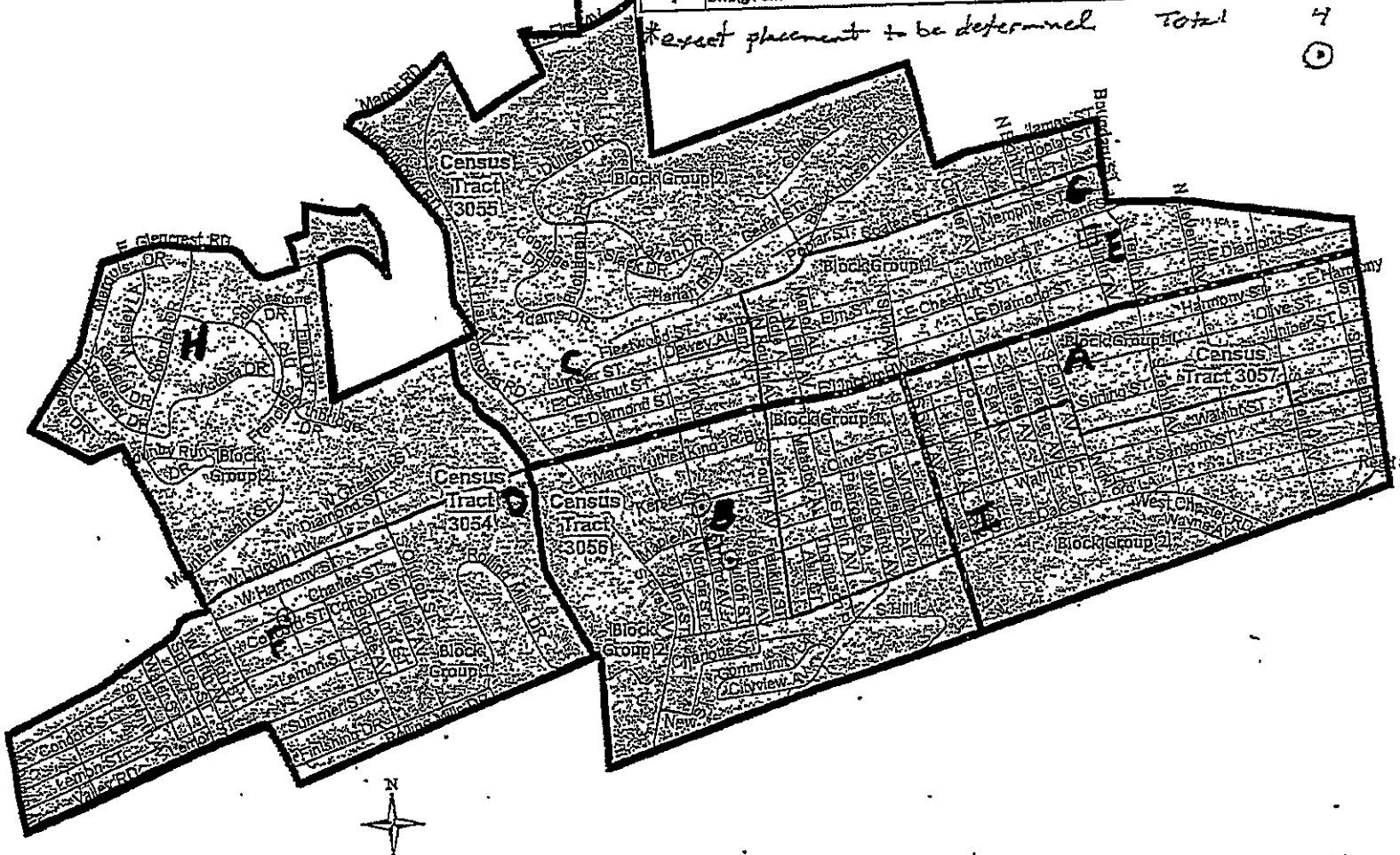
Parks

City of Coatesville

This area of the City and North along Route 82 is all commercial

Ref. #	Park Name	Approximate Location	Zone	Receptacals	Dumpsters
A	Abdala Park	800 Block Lincoln Hwy	R	—	—
B	Ash Park	South 3rd Ave and Kersey St.	R	2	1*
C	Friendship Park	North 2nd Ave and Lumber St.	T	1	—
D	Gateway Park	First and Lincoln Ave (SW corner)	M	—	—
E	Palmer Park	North 9th Ave and Chestnut St.	T	—	1*
F	Patton Park	400 Block of Madison St.	M	1	—
G	Jeanne Treadwell James Memorial Park.	900 Block of Coates St.	M	—	—
H	Millview Park.	Coronet Dr. and Regency Dr.	M	—	—
I	Swing Park	600 Block of Mary St.	R	—	—

*exact placement to be determined Total 4 2



Source: HUD Low/Moderate Income Summary Data, Effective April 1, 2019
(based on U.S. Census American Community Survey 5 Year Estimates, 2011-2015)

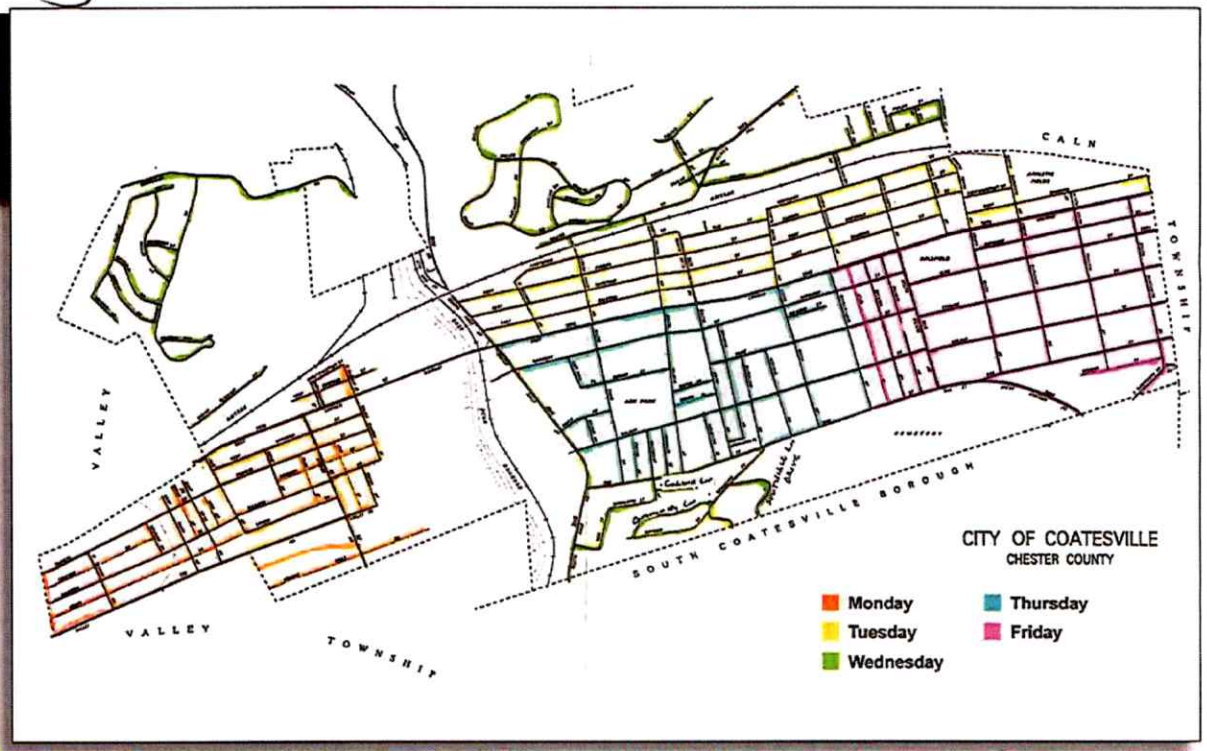
Current Trash/Recycling Collection Schedule

City of Coatesville

Trash & Recycling Collection Days

Please refer to the map at right and the chart below for your collection day beginning the week of June 6, 2022.

In the event of holiday weeks, all collection days are pushed back one day from the holiday. For more detail on holiday collection, please reference the calendar included in this flyer.



Monday		Tuesday	Wednesday		Thursday		Friday	
Charles St	West Chestnut St	East Chestnut St	Adams Dr	Graham Ave	Belmont St	South Fourth Ave	Buttonwood St	Walnut St 751-1300
Concord St	West Diamond St	East Diamond St	Blackhorse Hill Rd	Harlan Dr	City Hall Place	South Sixth Ave	Chester Ave	West Chester Rd
East Valley Rd	West Eight Ave	East Lumber St.	Boundary Ct	Marquis Dr	East Lincoln Highway 100-669	South Third Ave	East Lincoln Hwy 700-1315	
High St	West Fifth Ave	Fleetwood St	Boundary St	Mayfield Dr	Dr. Martin Luther King Jr Blvd	Spring Alley	Harmony St 750-800	
Hope Ave	West Harmony St	Merchant St	Buchanan Dr	Millview Dr	Franklin St	Thompson Pl	Oak St 750-1300	
Lemon St	West Lincoln Highway 442-135	North Eight Ave	Cedar St	Mount Pleasant St	Fulton St	Virgina Ave	Olive St 800-1307	
Lime St.	West Sixth St	North Eleventh Ave	Charlotte St	New St	Harmony St 400-749	Walnut St 100-750	Palmer Ave	
Madison St		North Fifth Ave	Cityview Ave	North First Ave	Kersey St	Woodland Ave	Reed St	
North Church St		North Forth Ave	Coates Dr	Oak St 20-517	Maple Ave		Sansom St	
Plum St		North Ninth Ave	Coldbrooke Ln	Poplar St	Oak St 530-749		South Eighth Ave	
Ridge Ave		North Second Ave	Colfax St	Prospect Ave	Olive St 500-730		South Eleventh Ave	
Rolling Mill Dr		North Seventh Ave	Colina Ln	Regency Dr	Park Alley		South Tenth Ave	
Seventh Ave		North Sixth Ave	Community Ln	Stack Dr	Pennsylvania Ave		South Thirdteenth St	
South Church St		North Tenth Ave	Conuntry Run Dr	South First Ave	Penrose La		South Twelfth Ave	
Spruce St		North Third Ave	Coronet Dr	South Hill Dr	Rosemount Ave		Spenser St	
Strode Ave			Coronet Dr	Victoria Dr	Second Ave		Star Alley	
Summers Ln			Dulles Dr	Wesley Ln	South Fifth Ave		Stirling St	
Union Ave			Glencrest Rd	Woodland Ave				
Valley Rd			Glendale Ave					