

BOROUGH OF PARRYVILLE
INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. Proposals Submitted

All proposals shall be submitted to the Borough Secretary, 317 Centre Street, P.O. Box 10, Parryville, Pennsylvania 18244 by no later than 7:00 p.m. on Monday, October 19, 2020.

2. Preparation of the Proposal

All proposals shall be prepared and signed by the bidder on the form attached hereto. All blank spaces in each Proposal Form together with appropriate schedules must be completed in ink or typewritten in both words and figures.

If a price or sum already entered by the bidder on the Proposal Form is to be altered, it shall be crossed out in ink, and the new price or sum entered above or below it, and initialed by the bidder in ink. In any case of a discrepancy between the numeric and written presentation of a price or sum, the lower figure shall govern.

Each proposal, together with appropriate schedules, shall be submitted in a sealed envelope bearing on the outside the name of the bidder, address, and plainly marked "PROPOSAL FOR MUNICIPAL SOLID WASTE, RECYCLABLE WASTE AND SPRING/FALL CLEANUP COLLECTION, TRANSPORTATION AND DISPOSAL BOROUGH OF PARRYVILLE, CARBON COUNTY". If forwarded by mail, the sealed envelope containing the Proposal must be enclosed within another envelope addressed as specified in the Proposal. This contract is based on approximately two hundred fifteen (215) residential units and four (4) commercial units.

Any Proposal received after the time and date specified shall not be considered.

Bid prices shall be firm for ninety (90) days from the date of the opening of the bids.

The Borough will grant due consideration to any features of the specifications submitted by the Bidders and reserves the right to choose the Bidder who, in its judgment, is best suited for the intended purposes. The Borough also reserves the right to reject any and all bids, to waive any informalities and to award the contract in the Borough's best interest.

3. Proposal Security

Each proposal shall be accompanied by a bid bond, or cashier's check of the bidder, drawn on a national bank and payable to the Borough in an amount equal to ten percent (10%) of the first year lump-sum price as a guarantee on the part of the bidder that he will, if called upon to do so accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the Borough and selected bidder), to perform the work covered by such Proposal at the rates stated therein and to furnish a corporate surety for its faithful and complete fulfillment. Proposed securities will be returned within ten (10) days after the Borough and the selected bidder has executed the contract. If no bidder's proposal has been selected within

sixty (60) days after the date of the opening of Proposals, all checks and bonds shall be returned.

4. Intent of Bid

It is the intent of the Borough of Parryville, Carbon County that the successful bidder shall be the only licensed hauler of all waste contracted by the Borough. For periodic or extraordinary accumulation(s) of waste, however, Borough residents shall be permitted to haul the accumulation(s) in their own vehicles to an approved landfill site, subject to any and all fees established by the disposal site operator, and provided that they comply with applicable health regulations and any and all other applicable state, federal and/or local laws, ordinances, regulations and restrictions.

5. Liquidated Damages for Failure to Enter in the Contract

The contract shall be deemed as having been awarded when formal notice of award shall have been delivered in person by the Borough or mailed by the Borough to bidder by Certified Mail, Return Receipt Requested.

The bidder to whom the contract shall have been awarded will be required to execute three (3) copies of the contract on the form attached hereto. In case of refusal or failure to do so within twenty (20) days after receipt of formal notice of award, that bidder's proposal security may be declared forfeited to the Borough as liquidated damages. Thereafter, the award may then be made to the next best qualified bidder, or the work re-advertised for solicitation of proposals, as the Borough may elect in its sole discretion.

6. Security for Faithful Performance

The successful bidder shall, within twenty (20) days after notification of award, enter into written contract with the Borough and shall also give it security in the form of a bond with an approved surety company authorized to do business in the Commonwealth of Pennsylvania, an irrevocable letter of credit, assigned certificate of deposit, assigned bank account or cash in the amount of one hundred percent (100%) of the contract price conditioned that the Bidder shall comply in all respects with the terms and conditions of the contract and all obligations thereunder, including the specifications, and shall indemnify and save harmless the Borough of Parryville, Carbon County, from all costs, expense, damage, injury or loss to which said Borough may be subjected by reason of any wrong doing, misconduct, want of care, skill, negligence, or default upon the part of the contractor, its agents or employees in or about the execution or performance of the contract, including said specifications, and shall save and keep harmless said Borough against any and all claims and losses to it from any cause whatever, including patent infringements, in the matter of completing said contract. The successful bidder shall submit its security to the Borough Solicitor for review and approval.

In case of failure or refusal on the part of the bidder to enter the said contract and to submit the security as aforesaid within twenty (20) days of the Notice of Award, the amount of the deposit will be forfeited and paid to the Borough of Parryville, Carbon County.

7. Power of Attorney

Attorneys-in-fact who sign bonds shall file with each bond a certified and effectively dated copy of their Power of Attorney.

8. Scope of Work

The work under this contract shall consist of the items contained in the Proposals, including all incidentals necessary to fully complete said work in accordance with the Contract Documents, as well as in accordance with the Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. § 4000.101 *et seq.*, as amended (Act 101), and the Pennsylvania Solid Waste Management Act, 35 P.S. § 6018.101 *et seq.*, and the Borough of Parryville Sanitation Ordinance No. 200702.

9. Conditions

The bidder's attention is directed to the fact that all applicable Federal and State laws and the ordinances, rules and regulations of the Borough of Parryville and the County of Carbon along with all authorities having jurisdiction shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though set forth fully and at length herein.

Pursuant to the authority granted to the County of Carbon by the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101), it is hereby directed that all Regulated Waste collected in the Borough of Parryville shall be delivered and disposed of at the Designated Facility or facilities set forth in the license issued to any Hauler by the County of Carbon. Further, it is hereby directed that any person or entity awarded a contract as a result of this solicitation shall obtain said license from the County of Carbon.

10. Addenda and Explanations

Explanations desired by a prospective bidder shall be requested of the Borough in writing. If explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which shall be forwarded to each bidder. Every request for such explanations shall be in writing addressed to the Borough Secretary. Any verbal statements regarding the same by any person previous to the award shall be unauthoritative and not binding.

Addenda issued to prospective bidders prior to the date of receipt of Proposals shall become a part of the Contract documents, and all Proposals shall include the work described in the Addenda.

All inquiries shall be submitted no less than five (5) calendar days prior to the date fixed for the submission and opening of the Proposals.

Any and all such interpretations and any supplemental instruction must be in the form of written Addenda, which if issued, shall be mailed by Certified Mail, Return Receipt Requested, to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of Proposals.

11. Name, Addresses, and Legal Status of the Bidder

The Proposal must be properly signed in ink and shall include the address of the bidder. The legal status of the bidder, whether as an individual, sole proprietorship, corporation, partnership, limited liability company or any other legal entity, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership shall provide the full names and addresses of all partners. A limited liability company shall provide the full names and addresses of all members.

The place of residence of each bidder, or the office address in the case of a business entity, with county and state and telephone number, must be provided after his/her signature or that of the bidder's authorized representative.

If the bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others shall submit with his/her Proposal legal evidence of his/her authority to do so.

12. Competency of the Bidder

A. The opening and reading of the Proposal shall not be construed as an acceptance of the bidder as a qualified, responsible bidder. The Borough reserves the right to determine the competence and responsibility of a bidder from its knowledge of the bidder's qualifications and from other sources.

B. The Borough will require each bidder to submit together with his, her or its Proposal supporting documentation regarding the qualifications of the bidder, in order that the Borough may confirm that the bidder is a qualified, responsible bidder. The bidder will be required to furnish the following information certified by an authorized official on behalf of bidder:

- (1) The experience of the Contractor in the field of municipal waste and recyclable waste collection, transportation and disposal. This shall include an identification of the geographic area(s) served. The Bidder shall also supply the name, address and, if possible, the telephone number for an official with information concerning Contractor's prior performance.
- (2) Evidence that the bidder is in good standing with the Commonwealth of Pennsylvania, and, in the case of a corporation organized under the laws of any other state, evidence that the bidder is licensed or registered to do business in the Commonwealth of Pennsylvania.
- (3) Evidence that the bidder has the financial ability to carry out the Contract, if it is

awarded to the bidder.

- (4) Such additional information as will satisfy the Borough that the bidder has the ability to competently fulfill the terms of the contract.

C. The bidder may satisfy any or all of the experience and qualification requirements of the within Section 12 by submitting the experience and qualifications of its parent corporation and subsidiaries of the parent.

13. Disqualification of Bidder

Although not intended to be an exhaustive list of causes for disqualifications, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of his/her Proposal.

- (1) Evidence of collusion among bidders.
- (2) Lack of competence as revealed by either financial statements, experience or equipment statements submitted, or other sources.
- (3) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.
- (4) Default on a previous municipal contract for failure to perform.

14. Basis of the Proposal

Proposals with respect to collection transportation and disposal of solid waste and/or recyclable waste are solicited on the basis of yearly rates for said work at the options identified on the Bid Forms. Proposals of qualified, responsible bidders will be principally evaluated on the basis of the summation of the yearly rates proposed.

15. Method of Award

The Borough reserves the right to accept any Proposal or to reject any or all proposals, and waive informalities or irregularities in any Proposal. The Borough intends that the Contract shall be awarded within sixty (60) days after the date that proposals are publicly opened and read.

BOROUGH OF PARRYVILLE

GENERAL CONDITIONS

1. Definitions
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1. Definitions

1.01. Apartment: A building arranged, designed and intended for occupancy by two (2) or more families living independent of each other, doing their own cooking therein.

1.02. Bags: Plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

1.03. Bulky Waste: Tire rims, auto body parts, stoves, water tanks, tires, furniture, dehumidifiers, water coolers, heat pumps, vending machines, and other waste materials other than construction or demolition refuse.

This also includes “white goods” such as dryers, washing machines, refrigerators, window air conditioners, freezers, ice makers, or other equipment that has had its doors removed and (if any) refrigerants (chlorofluorocarbons [CFC’s]) properly removed pursuant to the 1990 Clean Air Act, Section 608.

1.04. Bundle: Tree, shrub or brush trimmings securely tied together forming an easily handled package not exceeding three (3) feet in length or 50 pounds in weight.

1.05. Commercial Establishment: Any establishment engaged in a non-manufacturing or non-processing business, including but not limited to stores, markets, office buildings, restaurants, shopping centers, apartment buildings, theaters, and churches.

1.06. Construction Refuse: Scrap lumber, pipe and other construction materials from construction or remodeling.

1.07. Container: A receptacle with a capacity of greater than twenty (20) gallons but less than fifty-five (55) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. The weight of the container and its contents shall not exceed seventy (70) pounds.

1.08. Contract Documents: The Notice to Bidders, Instruction to Bidders, General Conditions, Contractor’s Proposals, Disposal Certificate, Insurance Certificate, Performance Bond, Borough Ordinances, the Contract and any Addenda or changes to the foregoing documents agreed to by the Borough and the Contractor.

1.09. Contractor: The individual, LLC, corporation, partnership or other legal entity performing Municipal Solid Waste collection and disposal or recycling with the Borough.

1.10. Demolition Refuse: Lumber, pipes, bricks, masonry and other construction materials from razed structures.

1.11. Disposal: Incineration, deposition, injection, dumping, spilling, leaking, or placing of Municipal Solid Waste into or on the land or water in a manner that the waste or a constituent of the waste enters the environment is admitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania.

1.12. Disposal Site: Approved disposal site in accordance with the provisions set forth in the Carbon County Municipal Solid Waste Plan.

1.13. Fall/Spring Cleanup: One or two special day(s) mutually arranged by the Borough and the Contractor for the pickup of Bulky Wastes and White Goods if not otherwise picked up with the weekly Municipal Solid Waste.

1.14. Garbage: All animal and vegetable wastes attending or resulting from the handling, dealing, storing, preparation, cooking and/or consumption of foods.

1.15. Hazardous Waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "Hazardous" as that the term is defined by or pursuant to Federal or Commonwealth Law.

1.16. Industrial Establishment: Any establishment engaged in the manufacturing or processing including, but not limited to factories, foundries, mills, processing plants, refineries and the like.

1.17. Institutional Establishment: Any establishment engaged in service to persons including, but not limited to hospitals nursing homes and schools.

1.18. Municipal Solid Waste: Any garbage, refuse, rubbish or other materials (including Bulky Waste and White Goods) including solid, liquid, semi-solid or contained gaseous material resulting from the operation of residential, municipal, or commercial establishments and from community activities.

1.19. Processing: Any technology used for the purpose of reducing the volume or bulk of Municipal Solid Waste or any technology used to convert and/or segregate part or all of such waste materials for off-site reuse. Processing facilities include, but are not limited to incinerators, recycling facilities and resource recovery facilities.

1.20. Producer: any occupant of a commercial, industrial, institutional, or residential establishment who generates Municipal Solid Waste.

1.21. Recyclable Waste: Refuse utilized or marketed for reuse or reprocessing rather than disposed of in a disposal site.

1.22. Refuse: Means the term applying to all types of waste not specifically identified or defined herein from residential, municipal, commercial, and includes construction and demolition refuse.

1.23. Residential Establishment: Any premises utilized primarily as a residential dwelling unit, including but not limited to homes mobile homes or apartments considered commercial establishments.

1.24. Rubbish: Includes non-recyclable cans, rags, ashes, street sweepings, straw, boxes, clothing, non-recyclable paper, shoes, leather, carpets, yard waste and all other waste materials which result from the ordinary conduct of housekeeping.

1.25. Storage: The containment of any Municipal Solid Waste on a temporary basis in such a manner as not to constitute disposal of such waste. The containment of any Municipal Solid Waste for a period in excess of one (1) year shall be conclusively presumed to constitute disposal.

1.26. Borough: The Borough of Parryville, located in Carbon County, Pennsylvania.

1.27. Transportation: The off-site delivery of any Municipal Solid Waste or recyclable waste generated at any time from the Borough.

1.28. Yard Waste: Leaves, tree limbs, bushes, shrubs, grass trimmings and other plant waste generated by residential, municipal or commercial establishments.

2. Work to be Done

The work to be performed under the contract shall consist of the items contained in the proposal and the bid accepted by Council, including all supervision, materials, equipment, labor and all other items necessary to complete said work, in accordance with the contract documents. The contract will require the collection, transportation and disposal of municipal solid waste, recyclable waste and spring/fall clean up from approximately two hundred fifteen (215) household and four (4) non-household units. Said annual contract price shall be paid by the Borough in twelve (12) monthly payments based on two hundred nineteen (219) units. The Borough, at its option, however, reserves the right to rebid the contract when the actual total number of units to be collected from is reduced to one hundred sixty-nine (169) or fewer household and non-household units. The work shall include, as an alternate bid, a one (1) day per year electronics pick up (TVs, computers, etc.).

3. Contractor Operations

3.01 Residential and Commercial Services

The Contractor shall provide residential and commercial curbside collection of Municipal Solid Waste one (1) time per week, year round. In addition, the Contractor shall provide curbside collection of recyclables every other week as specified in Section 5 along with any fall and spring cleanup.

The Contractor shall also provide a commercial waste container (commonly referred to as a “dumpster”) measuring not less than four (4) yards in width at a designated location at the Parryville Volunteer Fire Company located at 359 Main Street in the Borough of Parryville (entrance on Center Street), from which the Contractor shall empty and collect all accumulated

solid waste one time per week, year round.

3.02 Storage of Municipal Waste

All municipal solid waste accumulated by the owners or occupants of each residential property or establishment shall be placed in containers for collection. Containers shall be located so as to be accessible to the collector at ground level and at a point of the curb line of the street or within 10 feet of the public street or alley curb line from which collection is to be made. Containers shall be placed out for collection not earlier than 12:00 p.m. the day prior to scheduled collection.

The collection limit is six (6) containers per household, not to exceed seventy (70) lbs. per bag, and one (1) bulk item per week allowed.

There is no construction or demolition debris allowed with collection.

4. Collection Operations

4.01 Hours of Operation

Collection of municipal solid waste and recyclable waste shall not start before 6:00 a.m. or continue after 7:00 p.m. on the same day, Monday through Saturday. Exceptions to these collection hours shall be affected only by mutual agreement between the Borough and the Contractor, or when the contractor reasonable determines than an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 Routes of Collection

(a) The contractor, before beginning the collection required under the contract, shall determine with the approval of the Borough Council upon what days of the week said collections shall be made in various districts of the Borough, and shall furnish the Borough Council with a map upon which the Districts collected from on different days (if applicable) shall be clearly defined.

(b) Changes in the scheduled days of collection for all or parts of the Borough shall only be made with the approval of the Borough Council Presidents and/or Vice President.

(c) Once each year during the term of the contract, the contractor shall prepare, at its expense, brochures giving its name, address and telephone number, rules, compliance procedures, and a description of the collection program(s), and designating upon what day(s) it will provide collection service(s) to each area of the Borough. After review by Borough Council, a copy of the said brochure shall be delivered by the contractor to each and every building in the Borough where refuse is collected and a supply kept at both the contractor's office and the office of the Borough Secretary.

4.03 Bulky Waste and White Goods

If the Contract awarded contains and requires collection of Bulky Waste and White

Goods in a fall and/or spring cleanup bulky waste shall be collected as mutually agreed by Borough Council and the Contractor. Bulky waste items and white goods should be of a size and weight which may be reasonably lifted by two persons.

4.04 Holidays

The following shall be holidays for purposes of the Contract:

- | | |
|----------------------|----------------------|
| (a) New Year's Day | (d) Labor Day |
| (b) Memorial Day | (e) Thanksgiving Day |
| (c) Independence Day | (f) Christmas Day |

The Contractor may decide to observe any or all of the above holidays by suspension of collection on either the holiday or its official day of observance. Should a holiday or its day of observance fall on a regular pick up day, the Contractor shall nevertheless provide collection services to all residential establishments the day after the holiday.

4.05 Complaints

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention.

(a) In case of alleged missed scheduled collections, the Contractor shall investigate immediately and, if such allegations are verified, shall arrange for the collection of the solid waste within twenty-four (24) hours after the complaint is received.

(b) The Contractor shall maintain an office with through which he/she can be contacted by the Borough residents or Borough Secretary. It should be equipped with sufficient telephones and shall have a responsible person in charge from 6:00 a.m. to 4:00 p.m. on regular collection days.

(c) The Contractor shall be available for communication with the proper Borough officials at all times. Contractor shall provide Borough with a telephone number where a responsible employee of contractor is available during regular business hours.

4.06 Collection Equipment

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

4.07 Deductions for Violation of the Contract

It is understood and agreed that the Borough Council has a right to deduct from the monthly payments made to the Contractor the following amounts as liquidated damages for violation of this contract as follows:

- | | | |
|-----|---|---|
| (a) | Waste or Refuse not collected, per house, per occurrence | \$20.00 |
| (b) | Recyclables not collected, per house, per occurrence | \$20.00 |
| (c) | Complaint not attended to by Contractor, per occurrence | \$50.00 |
| (d) | Spilling of any waste or refuse in conveying it from the curb to the truck and failing to immediately clean the street, per occurrence. | \$50.00 |
| (e) | Damage to Borough property. | Actual costs incurred (including time x rate) to be itemized and billed to Contractor |
| (g) | Failure to supply annual reports as required within 30 days of the end of the year shall result in suspension of the monthly payments until all overdue reports are received. | |

It shall be a condition of the contract that the question of deduction shall be decided by the Borough Council on a case-by-case basis. The decision of the Council on the question shall be final and conclusive.

4.08 Hauling

All waste hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

4.09 Disposal

Garbage, refuse, rubbish, etc., collected under this Contract shall be disposed of outside of the territorial limits of the Borough of Parryville without any liability therefor resting upon the Borough and in a manner that will comply with all federal and state laws and health regulations.

All dealings, contracts, etc., between the Contractor and the Borough shall be directed by the Contractor to the Borough Secretary.

5. Recycling

Recyclable materials are placed in specially-identified containers at curbside. Recyclable waste shall not be commingled with municipal solid waste.

All requirements concerning hours of operation, storage, routes, holidays, complaints, collection equipment, hauling, and point of contact stipulated for municipal waste, unless otherwise expressly stated, apply with equal force to the collection of recyclables.

5.01 Collection

Collections of recyclables will be made one (1) time every other week. In each collection district, the collection of recyclables will be as mutually agreed upon by the Borough and Council and will be set on a regularly scheduled day each week set for recycling. Equipment used to pick up shall be clearly marked indicating its use for recycling.

5.02 Items to be Recycled

(a) The Contractor will collect the following recyclables, unless otherwise specified in the parties' contract:

1. Clear glass
2. Colored glass: green and brown
3. Plastic: PET and HDPE
4. Aluminum cans
5. Steel and bi-metallic cans
6. Newsprint and office paper
7. Corrugated cardboard

(b) Additional recyclables may be added to the list from time to time at the discretion of the Borough Council.

5.03 Storage of Recyclables

(a) The Borough shall be responsible for the purchase and distribution of suitable recycling containers for use by residents of the Borough.

1. Containers shall be distributed by the Borough.
2. One (1) container per household or non-household unit. If and when replacement of the container is needed, same shall be at the resident's own expense.

(b) Newsprint collection must be bundled and tied with string or placed in a brown paper bag or plastic bag for collection.

(c) The Contractor and the Borough shall mutually establish standards for the preparation and cleanliness of recyclables.

5.04 Ownership and Marketing

(a) Once collected, all recyclables shall be the property of the Contractor.

(b) The Contractor shall have the sole responsibility for marketing all recyclables collected. Recyclables may not be disposed of in any landfill, incinerator, or other disposal site. Violation of such will subject the contract to termination at the discretion of the Borough.

6. Compliance with Law

The Contractors shall conduct operations under this contract in compliance with all applicable laws and ordinances of the Borough of Parryville; provided however, that the General Conditions herein stated shall govern the obligations of the Contractor where there exist conflicting Ordinances of the Borough on the subject.

7. Effective Date and Term of Contract

(a) The initial term of the Contract shall be determined by the Borough's selection of a three (3) or five (5) year contract proposal. The contract shall be for a period beginning upon the effective date of the contract and ending as designated by the Borough. The successful Bidder must be prepared to begin performance of the Contract on January 1, 2021.

(b) The initial term of this contract shall automatically be extended for successive additional one-year terms unless either party notifies the other party in writing, not less than sixty (60) days prior to the expiration of the initial term or of any successive one year term, of its intentions to terminate this contract. Any such written notice shall be served by certified or registered mail, return receipt requested. All terms and conditions of this contract shall remain in full force and effect, unmodified, during each such successive additional one-year term, except that the price to be paid to contractor shall be adjusted by a percentage equal to the percentage change between (i) the most current available C.P.I. on the date which is sixty (60) days prior to the expiration of the initial term or any successive additional and cumulative one-year terms; and (ii) the most current available C.P.I. on the date which is twelve (12) months before the date specified in Clause (i). "C.P.I." for purposes of this paragraph means The United States Bureau of Labor Statistics Consumer Price Index, All Urban Consumers (1982-1984 base).

8. Nondiscrimination

The Contractor shall not discriminate against any person because of race, gender, sexual orientation, creed, color, religion, or national origin.

9. Indemnity

The Contractor shall indemnify, save harmless, defend, and exempt the Borough, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Contract arising out of an act or omission of the Contractor, its officers, agents, servants, and employees provided, however, that the Contractor shall not be

liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Borough, its officers, agents, servants and employees.

10. Licenses and Fees

The Contractor shall obtain all licenses and permits and promptly pay all fees required by any federal, state, county and local government agencies.

11. Term

The term of this contract shall be for a period beginning upon the Effective Date of the contract and ending as designated by the Borough. In the event the Borough has cause to believe Contractor cannot faithfully perform its obligations under this contract, it reserves the right to terminate the same with sixty (60) days notice to the Contractor. Multiple occurrences of violations of this contract as set forth in Section 4.07 herein are cause for termination.

12. Insurance

The Contractor, prior to executing a contract with the Borough, shall provide evidence in the form of Certificates of Insurance acceptable to the Borough that the insurance specified below is in full force and effect. Each Certificate of Insurance shall require that notice by Certified or Registered Mail be given to the Borough at least thirty (30) days prior to cancellation or material change in the policies.

For the purpose of this contract, the contractor shall maintain in full force and effect Workers' Compensation and Employer's Liability, Commercial General, Commercial Auto and Commercial Umbrella Liability Insurance, including Contractual Liability coverage for the provisions of Section 9 of the General Conditions. These types of insurance shall be carried in at least the limits specified as follows:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Workers' Compensation and Employer's Liability	Statutory \$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee
(2) Commercial General Liability Personal Injury Personal Damage Liability	\$1,000,000 Each Occurrence \$2,000,000 Products Aggregate \$2,000,000 General Aggregate \$1,000,000 Fire Damage \$100,000 Medical Expense
(3) Commercial Auto Liability Bodily Injury and Property Damage Liability	\$1,000,000 Per Accident \$3,000,000 Aggregate

(4) Commercial Umbrella Liability	\$5,000,000 Each Occurrence
Excess of 1, 2 and 3 above	\$5,000,000 Aggregate

13. Bond

13.01 Performance Bond

(a) The Contractor will be required to furnish a Performance Bond as security for the performance of this contract. A Performance Bond covering a one year period shall be submitted a minimum of 45 days before the start of the contract year.

(b) Premium for the bond described above shall be paid by the Contractor. A Certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

(c) The surety in the bond shall be a corporate surety company duly authorized to do business in the State.

13.02 Power of Attorney

Attorneys-in-fact who may sign performance bonds or contract bonds shall file with each bond a certified and effectively dated copy of their power of attorney.

14. Basis and Method of Payment

14.01 Collection and Disposal Rates

(a) The charges shall not exceed the rates fixed by the Contract documents. The Borough shall pay the contractor in equal monthly installments; first payment due one (1) month from date the Contract goes into effect, then continuing until the end of the contract.

(b) Solid waste collection charges shall include all disposal costs.

(c) For each and every instance of non-performance of the contract as set forth in Paragraph 4.07 hereinabove, adjustment(s) in payment will be made on recommendations of the Borough.

14.02 Delinquent and Closed Accounts

The Contractor shall discontinue solid waste collection service to any residential or commercial establishment as set forth in written notice sent to it by the Borough. Upon further notification by the Borough, the Contractor shall resume solid waste collection for the next regularly scheduled collection day. The Borough shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities, or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the Borough.

15. Transferability of the Contract

No assignment of the contract or rights accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the Borough, which consent shall not be unreasonably withheld. In the event of any assignment, the Assignee shall assume the liability of the Contractor.

16. Strike Clause

The Borough shall hold the Contractor responsible for failure to provide services due to striking personnel employed by the Contractor or at a landfill, incinerator, or processing facility.

17. Ownership

Title to municipal solid waste and recyclables shall pass to the Contractor when placed in the Contractor's collection vehicles, or when removed by the Contractor from a customer's premises, whichever occurs first.

18. Reporting of Tons Collected

The Contractor shall submit to the Borough a detailed and documented annual report on the volume of waste collected in the Borough. The volume of recyclable materials shall also be included in this report; individual calculations shall be made for the tonnage of each category of recyclable items collected.

19. Any Other Mandated Collection

In the event that any federal, state, or county law or regulation requires the Borough to participate in a municipal waste collection and/or disposal program contrary to the terms of the Contract, or requires that another federal, state, county or other government entity of authority provide for the collection and/or disposal of municipal waste in the Borough, the Borough may terminate the Contract upon not less than seven (7) days written notice to Contractor without further liability other than for services provided to the date of termination.

THREE (3) YEAR BID
(TRASH COLLECTION ONLY)

CONTRACTOR'S PROPOSAL FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE

TO: PARRYVILLE BOROUGH COUNCIL
c/o TIFFANY OAKLEY, BOROUGH SECRETARY
317 CENTRE STREET, P.O. BOX 10
PARRYVILLE, PENNSYLVANIA 18244

The undersigned **HEREBY PROPOSES** to furnish all the labor and equipment necessary and required with regard to any contract awarded by the Borough of Parryville as set forth below and in full compliance with the Instructions to Bidders, General Conditions and all other documents pertaining to this proposal for **municipal solid waste** collection, transportation and disposal for a **Three (3) year** period commencing on January 1, 2021 and terminating December 31, 2023 for the following price:

(Price in Words)

(Price in Figures)

Bidder's Name

Bidder's Address

Telephone Number

FIRST ALTERNATE THREE (3) YEAR BID
(TRASH AND RECYCLABLE WASTE COLLECTION)

CONTRACTOR'S PROPOSAL FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE WASTE

TO: PARRYVILLE BOROUGH COUNCIL
c/o TIFFANY OAKLEY, BOROUGH SECRETARY
317 CENTRE STREET, P.O. BOX 10
PARRYVILLE, PENNSYLVANIA 18244

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(Price in Words)

(Price in Figures)

Bidder's Name

Bidder's Address

Telephone Number

SECOND ALTERNATE THREE (3) YEAR BID
(TRASH AND RECYCLABLE WASTE COLLECTION
WITH SPRING/FALL CLEANUP)

CONTRACTOR'S PROPOSAL FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE, RECYCLABLE WASTE AND SPRING/FALL CLEANUP

TO: PARRYVILLE BOROUGH COUNCIL
c/o TIFFANY OAKLEY, BOROUGH SECRETARY
317 CENTRE STREET, P.O. BOX 10
PARRYVILLE, PENNSYLVANIA 18244

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(Price in Words)

(Price in Figures)

Bidder's Name

Bidder's Address

Telephone Number

THIRD ALTERNATE THREE (3) YEAR BID
**(TRASH AND RECYCLABLE WASTE COLLECTION WITH
SPRING/FALL CLEANUP AND ANNUAL ELECTRONICS PICKUP)**

**CONTRACTOR'S PROPOSAL FOR THE COLLECTION, TRANSPORTATION AND
DISPOSAL OF MUNICIPAL SOLID WASTE, RECYCLABLE WASTE, SPRING/FALL
CLEANUP AND ANNUAL ONE (1) DAY ELECTRONICS PICKUP**

TO: PARRYVILLE BOROUGH COUNCIL
c/o TIFFANY OAKLEY, BOROUGH SECRETARY
317 CENTRE STREET, P.O. BOX 10
PARRYVILLE, PENNSYLVANIA 18244

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(Price in Words)

(Price in Figures)

Bidder's Name

Bidder's Address

Telephone Number

FIVE (5) YEAR BID
(TRASH COLLECTION ONLY)

CONTRACTOR'S PROPOSAL FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE

TO: PARRYVILLE BOROUGH COUNCIL
c/o TIFFANY OAKLEY, BOROUGH SECRETARY
317 CENTRE STREET, P.O. BOX 10
PARRYVILLE, PENNSYLVANIA 18244

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(Price in Words)

(Price in Figures)

Bidder's Name

Bidder's Address

Telephone Number

FIRST ALTERNATE FIVE (5) YEAR BID
(TRASH AND RECYCLABLE WASTE COLLECTION)

CONTRACTOR'S PROPOSAL FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE WASTE

TO: PARRYVILLE BOROUGH COUNCIL
c/o TIFFANY OAKLEY, BOROUGH SECRETARY
317 CENTRE STREET, P.O. BOX 10
PARRYVILLE, PENNSYLVANIA 18244

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(Price in Words)

(Price in Figures)

Bidder's Name

Bidder's Address

Telephone Number

SECOND ALTERNATE FIVE (5) YEAR BID
(TRASH AND RECYCLABLE WASTE COLLECTION
WITH SPRING/FALL CLEANUP)

CONTRACTOR'S PROPOSAL FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE, RECYCLABLE WASTE AND SPRING/FALL CLEANUP

TO: PARRYVILLE BOROUGH COUNCIL
c/o TIFFANY OAKLEY, BOROUGH SECRETARY
317 CENTRE STREET, P.O. BOX 10
PARRYVILLE, PENNSYLVANIA 18244

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(Price in Words)

(Price in Figures)

Bidder's Name

Bidder's Address

Telephone Number

THIRD ALTERNATE FIVE (5) YEAR BID
**(TRASH AND RECYCLABLE WASTE COLLECTION WITH
SPRING/FALL CLEANUP AND ANNUAL ELECTRONICS PICKUP)**

**CONTRACTOR'S PROPOSAL FOR THE COLLECTION, TRANSPORTATION AND
DISPOSAL OF MUNICIPAL SOLID WASTE, RECYCLABLE WASTE, SPRING/FALL
CLEANUP AND ANNUAL ONE (1) DAY ELECTRONICS PICKUP**

TO: PARRYVILLE BOROUGH COUNCIL
c/o TIFFANY OAKLEY, BOROUGH SECRETARY
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(Price in Words)

(Price in Figures)

Bidder's Name

Bidder's Address

Telephone Number

The **BIDDER HEREBY REPRESENTS** as follows:

- (1) That he/she has carefully examined the Contract Documents and thoroughly understands all of their terms, conditions, stipulations and requirements.
- (2) That no officer, agent or employee of the Borough of Parryville is personally interested, directly or indirectly, in the Proposal and accompanying Contract or the compensation to be paid hereunder.

A certified check, cashier's check or surety bond in the amount of ten (10%) percent of the largest bid price is included with this Proposal as required security.

The cost of any work performed, materials furnished, services provided or expenses incurred for work called for in the Contract Documents, but which no special pay item has been provided for shall be deemed to have been included in the price bid.

ATTEST:

SUBMITTED BY:

Officer or Partners of Bidding Firm

Business Address

DATED: _____

Names and Residences of Sole Proprietor, Partners or Officers