

**OFFICE OF THE BOROUGH MANAGER
HIGHSPIRE, DAUPHIN COUNTY
PENNSYLVANIA**

SECTION ONE

GENERAL STIPULATIONS AND INFORMATION FOR BIDDERS

1.1. RECEIPT OF BIDS. Sealed bids or proposals shall be addressed to Borough Council, Borough of Highspire, 640 Eshelman Street, Highspire, Pennsylvania 17034-1698, and marked "PROPOSAL FOR, COLLECTION AND TRANSPORTATION OF MUNICIPAL SOLID WASTE" in accordance with the specifications attached hereto and will be received at the office of the Borough Manager, 640 Eshelman Street, Highspire, Dauphin County, Pennsylvania 17034-1698 until 3:00 p.m., Friday, August 9, 2024. The deadline for bidding will be strictly adhered to by the Borough and any bids received after 3:00 p.m. will not be accepted. Bids shall be publicly opened at 3 p.m., Monday, August 12, 2021, in the Borough Council Chambers at the above address.

1.2. PRINTED FORM OF BIDS. All proposals must be made upon the blank form of proposal attached hereto and must give the price proposed, both in words and figures (written in ink or typed), and must be signed by the Bidder with its full name and address, and if a partnership or limited liability company, the name and address of each partner and member in full; if a corporation, the place where chartered and the names, titles and business address of the President, Secretary and Treasurer. In submitting bids, the proposal form must not be removed from the General Stipulations, Information for Bidders or the Specifications, but deposited intact as received and properly signed and sealed. The Questionnaire must also be completed in full.

1.3. CERTIFIED CHECK, TREASURER'S CHECK OR BID BOND. Each proposal must be accompanied by a Certified Check, Treasurer's Check or Bid Bond payable to the order of the Borough, in the amount of 10% of the total sum bid to insure good faith in bidding.

The above mentioned check or Bid Bond shall be forfeited to the Borough in the event of the Successful Bidder neglecting or refusing to enter into a contract and to give a bond as hereinafter specified, not as penalty but as just and liquidated damages for delays or additional costs or expenses incurred by the Borough owing to the Successful Bidder's failure to accept the award and execute the Contract and give bond as required.

1.4. CERTIFIED CHECKS, TREASURER'S CHECKS OR BID BONDS RETURNED. The certified checks, treasurer's checks or bid bonds of the unsuccessful Bidders will be returned after the Contract is awarded and the check or bid bond of the Successful Bidder will be returned after the execution of the Contract and issuance of the required bond.

1.5. QUALIFICATIONS OF BIDDERS. Each Bidder shall furnish with the bid and in the same sealed envelope, the following statements for consideration by the Borough in determining the qualifications of the Bidder to perform the work:

A. **Owned Equipment Statement.** A statement listing equipment owned or controlled by the Bidder and available to it for performing the work. The statement must include make, model, year, body type, capacity and condition.

B. Experience Statement. A statement listing the Bidder's experience in performing work of the character for which its bid is being submitted. Specifically, the experience should include past or ongoing contracts with municipalities. The statement should reflect a minimum of two (2) years' experience with similar work and contain the following information:

- 1) Project title and description of work;
- 2) Dates when work started and completed; and
- 3) The name and address of the recipient of the service and the telephone number of the contact Person.

C. Financial Statement. A full and complete financial statement showing the Bidder's assets and liabilities as of the end of 2025. The statement should also include any unsatisfied judgments against the Bidder.

1.6. PLANS AND SPECIFICATIONS. With each bid the Bidder must furnish one set of general plans and specifications setting forth the equipment, size of work crew, times of collection, routing and methods proposed for collecting, receiving, transporting, conveying, handling and disposing of the Borough's municipal Solid Waste (the "MSW"). In addition, the Bidder must furnish a map of the Borough which clearly defines the collection districts and the day(s) collections are proposed for each of those districts.

1.7. EXAMINATION OF THE BOROUGH. Bidders shall and are hereby directed to inspect the Borough thoroughly to investigate all circumstances affecting the cost and nature of the work and shall assume all risks in connection therewith.

1.8. EXAMINATION OF THE BIDDING DOCUMENTS. Bidders are required to carefully examine the Bidding Documents for the proposed work and circumstances affecting the cost of the work and manner of performance.

1.9. CONDITIONS OF WORK. The Borough does not make any representations in connection with the work. Bidders must become fully aware of the conditions relating to the work. Failure to do so will not relieve the Successful Bidder of its obligation to furnish and perform the work, or to carry out the provisions set forth in the Specifications and General Stipulations and Information for Bidders.

1.10. INDEPENDENT CONTRACTOR. The Successful Bidder shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Borough. The Successful Bidder shall have exclusive right to control the details of the services and work performed hereunder and all Persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the Borough and the Successful Bidder. No Person performing any of the work or services described hereunder shall be considered as officer, agent, servant or employee of the Borough, and no such Person shall be entitled to any benefits available or granted to employees of the Borough.

1.11. EXCLUSIVE RIGHT TO SUCCESSFUL BIDDER. The exclusive right and privilege of collecting, removing, and disposing of all MSW in the Borough as aforesaid, will be given to the Successful Bidder under the Contract entered into between the Borough and the Successful Bidder. The Borough agrees on its part to prevent as far as lawful, any Person other

than the Successful Bidder from gathering, hauling, removing, or carrying any materials within the limits of the Borough, which under the specifications the Successful Bidder is required to dispose.

1.12. DISPOSAL COSTS. The estimated tipping fees at the Susquehanna Resource Management Complex (the "SMRC"), owned and operated by the Lancaster Solid Waste Management Authority (the "LCSWMA"), as designated by ordinance duly adopted by the County of Dauphin under the contract will be:

<u>Time Period</u>	<u>Estimated Cost Per Ton of MSW</u>
Jan. 1, 2025 – Dec. 31, 2025	\$??.00
Jan. 1, 2026 – Dec. 31, 2026	\$ ____
Jan. 1, 2027 – Dec. 31, 2027	\$ ____

In the event that during the term of the Contract, the tipping fees charged at SMRC or any other Facility designated by ordinance of Dauphin County exceed or are less than the fees stated above, the Successful Bidder may equitably adjust its fee to reflect any increase in said costs and shall equitably adjust its fee to reflect any decrease in said costs. Said fee adjustment is subject to the written approval of the Borough.

The Contractor shall accept the prices stipulated in the proposal hereto attached, as full compensation for the collection and Disposal of MSW (Garbage, Ashes and Rubbish). The price shall cover the cost of all labor, materials or any other expense needed to complete the contract in all details. Contractor is responsible for the payment in full of all invoices from LCSWMA or any other Facility designated by the Dauphin County Municipal Waste Management Plan and Ordinance, as amended.

1.13. SALES AND USE TAX ACT. Bidders shall make their own independent analysis of Pennsylvania Sales and Use Taxes and the applicability or non-applicability thereof to the materials, supplies and services to be provided and performed under and as a part of the Contract work. All taxes are to be included in the prices bid and neither the Borough nor its residents will make any separate payment of taxes.

1.14. NUMBER OF DWELLING UNITS. The Bid shall include an option for a quarterly rate per Dwelling Unit. Although there are approximately 1,034 Dwelling Units within the Borough, all Bidders are advised and cautioned that the Borough makes no warranty as to the number of Dwelling Units within the Borough now, nor at any time in the future. Nothing herein shall be construed as a warranty as to the number of Dwelling Units or the gross amount which may be received at any time by the Successful Bidder.

1.15. MANNER OF STATING BID AND PAYMENT.

A. Non-Containerized MSW. The Borough requires that each Bidder state a bid for the collection of non-containerized MSW as the annual contract cost for each of the years of the contract.

The Borough will collect trash fees and remit them to the Successful Bidder on a monthly basis. The Successful Bidder is required to invoice the Borough on the first of the month following the month in which the services were rendered. Payment is to be made by the thirtieth day of the month.

B. Containerized MSW (Dumpster Customers). The Borough does not require the Bidder to state in its bid for the collection and Disposal of containerized MSW as a cost for such services. The Successful Bidder is responsible for invoicing customers utilizing Containerized Waste Disposal services on a monthly basis. Although there are approximately 50 commercial users in the Borough, all Bidders are advised and cautioned that the Borough makes no warranties to the number of commercial users within the Borough now, nor at any time in the future, nor shall the commercial users be required to dispose of containerized MSW with the Successful Bidder hereunder. The Successful Bidder acknowledges by entering into an agreement with the Borough that those commercial users utilizing containerized MSW services are not required to dispose of MSW with the Borough's Successful Bidder.

The prices stipulated in the Bid hereto attached shall cover the cost of all labor, material, equipment, Disposal costs and any other costs and expenses needed to complete the contract in all details. The Successful Bidder shall accept the prices stated in the Bid hereto attached as full compensation for the collection and Disposal of MSW from the Borough.

1.16. BASIS FOR AWARDING CONTRACT. The contract for MSW Disposal Services will be awarded to the lowest responsible Bidder, as determined by Borough Council in the best interest of the Borough. For purposes of determining the lowest responsible Bidder, the contract price will be the total bid for collection of non-containerized MSW over the term of the contract (three years). No warranty is made that any amount will, in fact, be available for collection during any part of the term of the contract.

1.17. CHANGES PRIOR TO BID OPENING. During the period allowed for preparation of bids, Bidders may be furnished addenda or bulletins for additions to or alterations of the Bidding Documents which shall be included in the work covered by the bid and become a part of the Contract Documents. If any prospective Bidder is in doubt as to the true meaning of any part of the Bidding Documents, a written request may be submit to the Borough Manager for an interpretation thereof. The Bidder submitting the written request will be responsible for its prompt delivery. Any interpretation of the Bidding Documents will be made only by an addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of record. The Borough will not be responsible for any other explanations or interpretations of the Bidding Documents.

1.18. WITHDRAWAL OF BIDS. A bid, 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 of such withdrawal to the Borough Manager. No withdrawal of bids will be allowed after said time even though bids may not as yet have been opened.

1.19. BIDS MAY BE REJECTED AS INFORMAL. Proposals or bids which contain erasures, alterations, conditional bids, omissions, or irregularities of any kind may be rejected by the Borough in its sole discretion.

1.20. RESERVATIONS AND ANNULMENTS. The Borough Council will determine who is the lowest responsible Bidder upon the basis of the bids submitted, and any other relevant information, and reserves the right to reject any or all bids, and may re-advertise if the best interest of the Borough will thereby be promoted, or waive technical defects, if in its judgment the interest of the Borough shall so require; also, the right to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon the Borough articles inferior to those required by the contract. Any action taken in

pursuance of this latter stipulation shall not affect or impair any right or claim of the Borough to damages for the breach of any of the covenants of the Contract by the Contractor.

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 Borough or who has conclusively shown to have failed to perform satisfactorily such contract or agreement.

1.21. CONTRACT AND BOND. The Successful Bidder shall, within ten (10) business days after notification of award, enter into a written contract with the Borough and shall also give to it a bond with an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of one hundred (100%) percent of the annual contract price for the first year of the contract conditioned that the Contractor shall comply in all respects with the terms and conditions of the contract, and the obligation thereunder, including the specifications, and shall indemnify and save harmless said Borough against or from all cost, expense, damage, injury or loss to which the said Borough may be subjected by reason of any wrongdoing, misconduct, want of care, skill negligence or default upon the part of the Contractor, 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 and from all claims or losses to it from any cause whatever, in the matter of completing said Contract. The bond shall be approved by the Borough Solicitor.

In case of failure or refusal on the part of the Successful Bidder to enter into said contract and file the aforesaid bond within ten (10) days of the notice of award, the amount of the deposit will be forfeited and paid to the Borough, and the Contract may be awarded to the next lowest responsible Bidder.

1.22. INSURANCE. The Contractor shall carry and maintain such third party Comprehensive Public Liability and Property Damage Insurance, including completed operations, contractual liability, Comprehensive Vehicle Liability and Property Damage Insurance covering not only the Contractor but also the Borough, and shall protect the Contractor and the Borough from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from Solid Waste collection under the terms and conditions of the Contract, the Ordinance and the Agreement. The amounts of such insurances shall be as follows:

(1) Public Liability Insurance: In an amount not less than \$1,000,000.00 for injuries, including accidental death to any one Person and subject to the same limit for each Person, in an amount of no less than \$2,000,000.00 on account of one accident.

(2) Property Damage Insurance: In an amount of not less than \$1,000,000.00 or \$2,000,000.00 combined single limit liability.

All work shall be under the charge and in the care of the Contractor and at its risk, including risks of every kind and description. The Contractor shall properly safeguard against any and all injury or damage to the public; to any property, materials or things and shall be responsible for any such damage or injury from its undertaking of the work under the contract and to any Person or Persons or things connected therewith. The Contractor shall indemnify and hold harmless the Borough and all its officers, agents and employees, successors and assigns, jointly and severally, of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims or demands of any character, name or description brought on account of any injuries or damages received or sustained by any Person or property by reason of any act, omission,

negligence or misconduct of said Contractor, its agents or employees in the execution of the performance of Solid Waste collection under the terms and conditions of the Contract, the Ordinance and the Agreement.

The Contractor shall furnish the Borough with satisfactory proof of insurance coverage in the form of a "Certificate of Insurance" that names the Borough and the LCSWMA as additional insureds, as well as a legible copy of the full insurance policy; five (5) copies of such insurance certificate shall be furnished and they shall contain the following notation:

"If, at any time this coverage is cancelled, the (insurance company) shall notify the insured and additional insureds and the Borough of Highspire in writing by registered mail, at least fifteen (15) days prior to the termination of the policy, and before any changes are made in the policies which change, restrict, or reduce the insurance provided or change the name of the insured."

In the event of the failure of the Contractor or its insurance company to adjust any claim for such injuries or damages within thirty (30) days from the date of the occurrence out of which such claim arises, a statement of all circumstances connected therewith shall be filed with the Borough Council.

1.23. WORKERS' COMPENSATION. The Successful Bidder shall comply with the provisions of the Pennsylvania Workers' Compensation Act, as amended, and any supplements or amendments thereto relative to workers' compensation insurance, and shall furnish proof to the Borough Manager that the Successful Bidder has accepted the provisions of said act and either insured its liability thereunder or secured exemption therefrom.

1.24. NOT TO SUBLET OR ASSIGN CONTRACT. The Contractor shall give its personal attention constantly to the faithful performance of the work, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of Borough Council of the Borough. In such case, the Successful Bidder shall state to the Borough Council in writing, the name and address of such sub-contractor as he intends employing, the portion of the work which the sub-contractor is to do or the material which the sub-contractor is to furnish, the sub-contractor's place of business and such other information as the Borough Council may require, in order to know whether such sub-contractor is reputable and reliable and able to perform the work as called for in the specifications.

The Contractor shall not, either legally or equitably, assign any of the moneys payable under the Contract unless by and with the consent of Borough Council.

The Contractor shall not be released from any of its liabilities or obligations under the Contract should any sub-contractor fail to perform in a satisfactory manner the work undertaken by it.

1.25. TIME OF COMMENCEMENT AND EXPIRATION OF CONTRACT. The Contract term shall be three (3) years in length and begin on January 1, 2025 at 12:01 a.m. and expire on December 31, 2027 at 11:59 p.m.

1.26. SUCCESSFUL BIDDER TO HAVE TELEPHONE IN OFFICE. The Successful Bidder shall have telephone communication in its office or plant properly listed in the official telephone directory, and shall attend said telephone from the hours of 7 a.m. until 5 p.m. Monday through Friday. The telephone number shall be a local call from the Borough or shall be toll free (e.g., 1-800).

1.27. MODIFICATION OF CONTRACT. The Contract and the specifications herein contained may be modified and changed from time to time, as may be agreed upon in writing, between the parties hereto, in a manner not materially affecting the substance hereof, provided, however, that the consent of the Borough Council be first obtained.

1.28. CONDITIONS UNDER WHICH CONTRACT MAY BE CANCELLED OR TERMINATED BY THE BOROUGH COUNCIL. If the work under the Contract shall be abandoned by the Contractor, or if the Contract shall be assigned or the work sublet to another other than as in the Contract, or if at any time the Borough Council shall be of the opinion, and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the Contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of the Contract, or the specifications thereof, or is executing the same in bad faith, or not in accordance with the terms thereof, the Borough Council may cancel and terminate the Contract by written notice, to be served upon the Contractor either personally or by leaving it at its address of record and the Borough Council shall thereupon have the power and is hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill the Contract and in such cases, the Borough shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the Borough, and upon a reletting of the Contract, if the amount of monies paid by the Borough shall be more than the amount which would have been payable under the Contract, if the same has been completed by the Contractor, then the Contractor shall and will pay to the Borough the amount of such differences.

Nothing herein provided shall be construed to limit or affect any other remedy to which the Borough shall be entitled under the law by reason of the default of the Contractor.

1.29. PUBLIC NOTICE. It shall be the responsibility of the Contractor to notify the Borough of any change in collection routes, pick-up times, or other similar changes by contacting the Borough Manager in writing at least 30 days prior to any such change. Individual customers must be notified by way of public advertisement in a local newspaper and individual notices delivered to each Dwelling Unit not less than seven (7) calendar days preceding any change.

1.30. LICENSES AND LAWS. Each Bidder shall agree, as a condition precedent to the acceptance of this bid and the execution of any contract thereunder, to observe and comply with all regulations of the United States Government, the Pennsylvania Department of Health and the Pennsylvania Department of Environmental Protection, the County of Dauphin, including Dauphin County Municipal Waste Management Plan as now or hereafter amended, or any other agency having jurisdiction, and with the provisions of ordinances of the Borough, as far as the same shall in any way affect the collection and distribution of Garbage and solid Rubbish collected within the Borough.

1.31. STATUTORY AND REGULATORY REQUIREMENTS. In the event that any federal or state law, or any applicable administrative rule or regulation promulgated thereunder, shall render the performance of any of the services hereunder or the performance of the terms and conditions of the Agreement, in whole or in part, impossible or in violation of any such law, rule or regulation, the Bidder and the Borough agree that, to the extent possible and consistent with the intent of this bid and subsequent contract for municipal waste hauling, agree that, to the extent possible and consistent with the intent of these bid specifications, the Bidder's services hereunder or any other provision of the bid specification shall be modified to affect compliance and shall continue to be performed in accordance with said law, rule or regulation. In the event

that any federal or state law, or applicable administrative rule or regulation or ordinance, shall require the revision of the bid specifications, in whole or in part, then the Contractor and the Borough shall each have the right, upon sixty (60) calendar days prior written notice to terminate the Agreement if the Agreement cannot be modified to effect compliance in a manner that is mutually agreeable to the Contractor and the Borough.

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SECTION TWO
SPECIFICATIONS

MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL

2.1. WORK TO BE DONE. The work to be done under the Contract by the Successful Bidder consists of the collection by the use of a packer type unit from the curb or alley, if residence faces the alley or routinely has in the past placed their trash in the alley, and Disposal in the manner herein described of all containerized and non-containerized MSW (Garbage, Ashes and Rubbish) from all residential buildings and residential dwellings in the Borough. In addition, the Successful Bidder shall provide containerized trash collection and Disposal service, including the provision of three (3) four cubic yard dumpsters, free of charge to the Borough at its Waste Water Treatment Facility located on Industrial Road, Highspire, Pennsylvania, and one (1) four cubic yard container free of charge to the Citizens Fire Company No. 1 of Highspire, 272 Second Street, Highspire, Pennsylvania. Also, as part of the Contract the Successful Bidder will furnish, at no cost to the Borough, two (2) 40-yard roll-off containers to the Borough's Highway Department at its Leaf Composting Facility on Industrial Road, to be pulled and replaced at least two (2) times per week at a location designated by the Borough.

The Borough offers a voluntary curb side Recycling Collection Program. The Successful Bidder shall provide all equipment and labor to collect at the curbside items specified to be separated by the residents for recycling. The Successful Bidder shall have the right to collect, process and sell designated Recyclable Materials from Dwelling Units and Commercial Customers in the Borough when placed at curb side or other proper location acceptable to the Borough for this purpose. However, the Successful Bidder shall recognize that this is a voluntary program and not every Dwelling Unit or Commercial Customer will participate, and cannot be required to do so.

2.2. DEFINITIONS. The following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and the words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

ACCEPTABLE WASTE - the portion of Solid Waste which can be processed and has characteristics such as that collected and disposed of as part of the normal municipal collection of Solid Waste in the Borough, such as, but not limited to: Garbage, trash, Rubbish, paper and cardboard, plastics, Refuse, offal, beds, mattresses, sofas, bicycles, baby carriages, paint, turpentine, automobile or small vehicle tires to the extent the air emissions criteria of the Facility shall not be violated as a result of processing such tires, as well as portions of commercial and industrial Solid Waste which may be processed, and wood and lumber, tree limbs, ties, logs and trees if no more than six feet (6') long and/or six inches (6") in diameter, branches, leaves, twigs, grass and plant cuttings; excepting, however, Containerized Waste other than that used for large item pickup, dead animals and other than insignificant amounts of cesspool and other human waste remains, offal from slaughterhouses and wholesale food processing establishments. If any governmental agency or unit having appropriate jurisdiction shall determine that any wastes which are not included, as of the contract date, within this definition of Acceptable Waste because they are considered harmful, toxic or dangerous to public health and welfare, are not considered harmful, toxic or dangerous, then such wastes shall be Acceptable Waste for purposes of the

Agreement unless otherwise excluded under the definitions of Unacceptable Waste or Hazardous Waste.

ASHES - the residue from the burning of wood, coal, coke and other combustible materials.

BIDDER- a person or persons, individual, organization, group, association, partnership, firm or corporation, or other legal entity that submits a timely and complete sealed bid or proposal for the collection and transportation of Municipal Solid Waste from the Borough.

BOROUGH - the Borough of Highspire, Dauphin County, Pennsylvania.

BOROUGH MANAGER - the Borough Manager of the Borough of Highspire.

BOROUGH SECRETARY - the Borough Secretary of the Borough of Highspire.

COMMERCIAL CUSTOMER - any parcel of real estate used for a profit-making purpose, excepting apartments or rooms for rent.

CONTAINERIZED WASTE - Solid Waste disposed of in dumpsters or other similar containers.

CONTRACTOR - a person or persons, individual, organization, group, association, partnership, firm or corporation, or other legal entity, authorized under the provisions of the Ordinance to collect and dispose of Solid Waste, Garbage, Rubbish, Refuse, or any other form of Solid Waste from residential, commercial or industrial properties under the terms and conditions of the Contract or the Ordinance which the Borough Council contracts with, by resolution, or from time to time, prescribes, to be its ash and Garbage collector from time to time. Contractor shall also be a "Borough Collection Agent," "Collection Agent" or "Hauler" under the terms of the Contract, Agreement and the Ordinance, and may be one or more company(ies).

COVERED DEVICE - A Covered Device is any device as defined in the Covered Device Recycling Act of Pennsylvania, Act 108 of 2010, as amended from time to time.

DAY - a twenty-four (24) hour period of time, beginning at 12:01 a.m. in the Eastern Time Zone of the United States, coinciding with the calendar day, whether or not a Saturday, Sunday or legal holiday.

DISPOSAL - the storage, collection, disposal or handling of Solid Waste and Refuse.

DWELLING UNIT - any room, group of rooms, or enclosure, occupied or intended for occupancy as separate living quarters by a family or other group of persons living together or by persons living alone, and each Dwelling Unit in a double house, in a room of connecting houses, or in an apartment shall be billed as and considered a separate entity; provided, that where the owner of real property rents out a portion of its property, each portion of that property shall be considered a separate Dwelling Unit only if that portion of said property has its own separate kitchen and bathroom facilities.

FACILITY - the designated facility under the Dauphin County Municipal Waste Management Plan and Ordinance which requires all regulated municipal waste generated within the County of Dauphin to be disposed of at facilities designated by Dauphin County. The current

facility is the Susquehanna Resource management Complex ("SRMC") owned and operated by the Lancaster County Solid Waste Management Authority ("LCSWMA"), as may be amended from time to time.

GARBAGE - putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.

HAZARDOUS WASTE - any material or substance which, as of the contract date and by reason of its composition or characteristic, is (a) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq., as replaced or amended, and the regulations thereunder, or (b) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954. If any governmental agency or unit now or hereafter having appropriate jurisdiction shall determine that substances which were not, as of the Contract date, considered harmful, toxic or dangerous, are harmful, toxic or dangerous, then such substances shall be Hazardous Waste for the purposes of the Ordinance as of the effective date of any such determination.

NON-CONTAINERIZED WASTE - Acceptable Waste having a residential or commercial origin and not disposed of in dumpsters or similar containers.

ORDINANCE - the Borough of Highspire Solid Waste Management Ordinance 432, enacted September 19, 1989, as amended, including but not limited to Ordinance No. 435, enacted December 19, 1989, as amended and any other subsequent amendments to the Solid Waste Management Ordinance of the Borough.

PERSON - any individual, firm, partnership, association, corporation, governmental unit, company, or organization of any kind.

RECYCLABLE MATERIALS - the following items shall be considered recyclables that may be collected under the voluntary Recycling Collection Program:

- a. Newspapers/magazines
- b. Aluminum cans, steel cans and bimetal cans
- c. Plastic bottles (#1) PETE (#2) HDPE (primarily consisting of, but not necessarily limited to food and beverage containers and liquid laundry detergent containers.)
- d. Aerosol cans
- e. Mixed paper, including magazines, other glossy paper, copy paper, computer paper, writing paper, manila envelopes and junk mail
- f. Cardboard

The Borough reserves the right to add or delete from the above list from time to time by resolution of Borough Council and mutual agreement of the Contractor during the term of the Contract.

REFUSE - all putrescible and non-putrescible solid wastes (except body wastes) including Garbage, Rubbish, Ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes, including street sweeping, leaves, grass, stones, cinders, etc. disposed by the Borough.

RUBBISH - non-putrescible solid wastes (excluding Ashes) consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, and similar materials.

SOLID WASTE - all materials or substances that, as of the contract date or any subsequent date, were generally discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including Garbage, Refuse, industrial and commercial waste, sludges from air or water pollution control facilities or water supply treatment facilities, Rubbish, Ashes, contained gaseous materials, incinerator residue, demolition and construction debris and offal; excluding sewage and other highly diluted water-carried materials or substances, material and substances in gaseous form and Hazardous Waste.

SUCCESSFUL BIDDER - the lowest responsible bidder as determined by Borough Council that is selected from the bids received that is awarded the Contract and becomes the Contractor.

UNACCEPTABLE WASTE - that portion of Solid Waste that is not Acceptable Waste and which is predominately non-combustible, including metal furniture and appliances, concrete rubble, mixed roofing materials, non-combustible building debris, rock, gravel and other earthen materials, large automotive vehicle parts, engines, blocks and transmissions, trailers, equipment, wire and cable, as well as Hazardous Waste, pathological, infectious and biological waste, sewage, sludge, explosives, chemicals and radioactive materials, a Covered Device, or other materials which by applicable law or regulation may not be processed by the Facility. If any governmental agency or unit having appropriate jurisdiction shall determine that any wastes which are not included, as of the Contract date, within this definition of Unacceptable Waste, are considered harmful, toxic or dangerous to public health and welfare, then such wastes shall be Unacceptable Wastes for the purposes of the Agreement.

2.3. PROVISIONS FOR PLACE OF DUMPING. By ordinance issued by the County of Dauphin, all municipal waste generated within the Borough is regulated by the Dauphin County Municipal Waste Management Plan and Ordinance, which requires all municipal waste generated to be disposed of at facilities designated by the County of Dauphin. The current designated facility under this Ordinance is SRMC, owned and operated by LCSWMA. The Successful Bidder, in order to collect and transport municipal waste to SMRC, must be licensed by the LCSWMA. The Successful Bidder must also register with the Dauphin County Department of Solid Waste Management and Recycling.

2.4. METHODS OF COLLECTION.

A. Containers for MSW. All Non-Containerized Waste, including Rubbish and Solid Waste, shall be collected in plastic bags or watertight, covered plastic or metallic cans, or a ninety-six (96) gallon mobile cart, 64 gallon cart or 32 gallon cart that can be easily and quickly handled by one person, shall be removed without spilling, loaded in the Contractor's truck and delivered to the disposal area. The Contractor shall supply and make available to each Dwelling Unit, one of the above listed mobile carts with wheels and attached lid to be used for weekly trash collection in addition to plastic bags or trash cans. Each Dwelling Unit may decline to accept or use a mobile cart in its own discretion. In the event a mobile cart is destroyed or damaged so that it is no longer usable, the Contractor shall provide a replacement mobile cart at no cost to the resident(s) of the Dwelling Unit.

B. Containers for Recyclable Materials. All Recyclable Materials shall be collected using recyclable containers supplied by the Contractor. The containers shall be of plastic material and may include a mobile 96 gallon cart, 64 gallon cart or 32 gallon cart that can be easily and quickly handled by one person, shall be removed without spilling,

loaded in the Contractor's truck and delivered to the recycling disposal area. The Contractor shall supply and make available to each Dwelling Unit, one of the above listed mobile carts with wheels and attached lid to be used for weekly Recyclable Material collection or an open plastic container. Each Dwelling Unit may decline to accept or use a mobile cart in its own discretion. In the event a recycling container or mobile cart is destroyed or damaged so that it is no longer usable, the Contractor shall provide a replacement at no cost to the residents of the Dwelling Unit.

C. Collection Trucks. Trucks for the removal of material shall be of metal, securely covered, water-tight, strongly built, kept thoroughly cleansed and well painted with the name of the Contractor on each side of the same, in letters of a size to be read and always legible. Open trucks or trucks covered with tarpaulins will not be acceptable for this work. Vehicles shall meet all state-mandated safety and sanitation requirements, as well as the requirements set by the Borough's Ordinance and the Contract.

2.5. TIME WHEN COLLECTIONS SHALL BE MADE.

A. Collection of MSW. The Contractor and the Borough Manager shall determine on what days the collections will be made in the various districts and this may be changed from time to time by the Contractor with the written approval of the Borough Manager. The collection of MSW (Garbage, Ashes and Rubbish) must be accomplished at least once each week during the entire year. Contractor must notify customers, at its own expense, of collection dates. Notification shall be made in a manner approved by the Borough Manager. Contractor shall also post the collection dates for the various districts within the Borough on its website.

B. Collection of Recyclables. Recyclable Materials that are collected from voluntary participants in the Recycling Collection Program shall be collected by the Contractor at a minimum of once every week on a regularly scheduled basis, on the same Day that MSW is collected for a Dwelling Unit or Commercial Customer.

C. Hours When Collections Shall Be Made. Under normal conditions all collections shall be made between the hours of 6 a.m. and 6 p.m. Monday through Saturday.

D. Holidays. Holidays recognized under these specifications are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas. When collections are deferred by reason of these holidays, they shall be made on the Day immediately preceding or following the holiday, provided that day is not a Sunday, or as approved by the Borough Manager.

2.6. HOURS WHEN DISPOSAL SHALL BE MADE. All Acceptable Waste shall be taken to the Facility between the hours of 6 a.m. and 6 p.m., Monday through Friday.

2.7. TRASH RECEPTACLES TO BE PROVIDED BY RESIDENTS; DUMPSTERS TO BE LEASED FROM CONTRACTOR OR PROVIDED BY CUSTOMER.

A. Non-Containerized Customers. All parties or persons occupying premises within the Borough will be required by the Borough to provide plastic bags or water-tight plastic and/or metallic cans with outside handles and with tightly fitting covers and of a capacity of not less than ten (10) gallons, and not more than thirty (30) gallons. In addition,

the Contractor shall supply and make available to each Dwelling Unit a ninety-six (96) gallon mobile cart with wheels and attached lid to be used for the weekly trash collection. Borough residents may use the ninety-six (96) gallon mobile cart, along with plastic bags or plastic or metallic cans, provided the total Non-Containerized Waste does not exceed one hundred twenty (120) gallons. Containers for Ashes may be smaller, but in no case smaller than five (5) gallons. Vine and hedge trimmings, etc., and all newspapers must be tied securely in bundles to prevent their being blown about or torn apart. Garbage shall be thoroughly drained of all water and wrapped in newspaper. All Rubbish containers must be securely covered. All material to be collected must be placed on the street curb in time for collection by the Contractor. In case of dispute the Borough Manager shall decide as to the location to be selected for the placing of containers by the owner or tenant.

B. Containerized (Dumpster) Customers. Waste containers may either be leased from the Contractor or may be purchased or leased from another company, by the customer, provided that such containers be adaptable to the Contractor's collection vehicle. The Contractor shall provide sufficient containers in different sizes, to meet the needs of the customer.

2.8. NON-CONTAINERIZED CUSTOMERS - NUMBER AND WEIGHT OF TRASH "CONTAINERS."

A. Total Number of Containers. Total number of containers (bags, cans, carts, etc.) of Garbage and/or solid Rubbish under the Contract shall be a maximum of three (3) per household unit and eight (8) per business establishment per week. Each such container shall weigh no more than 65 pounds, except for the ninety-six (96) gallon mobile cart. A tied bundle of tree or shrubbery trimmings with maximum length of 4 feet and maximum weight of 65 pounds will be considered the same as one container. Six (6) five (5) gallon pails of Ashes shall be considered the same as one container.

The Contractor shall be required to pick up more than three (3) residential containers only if customer purchases from the Contractor an extra container permit. The price of such permit shall be determined by agreement between the Contractor and the Borough.

B. Collection of Excess Garbage and Solid Rubbish. In cases of excess beyond specified limits special arrangements shall be made between the individual and the Contractor at the sole expense of the individual requesting the service.

2.9. HANDLING OF CONTAINERS. All reasonable care shall be exercised by collectors in the handling of Garbage vessels and collectors shall not willfully break, deface or injure the same. All covers will be replaced on vessels and vessels are to be returned to the curb in the same general area where placed by the customer for collection by collectors.

All containers broken or destroyed in improper or careless handling of the same by the collector of material shall be replaced by the Contractor at the Contractor's own expense.

2.10. BLOCKAGE OF STREETS BY ICE, SNOW, ETC. If the streets or other public alleys, or avenues are blocked by ice, snow or any other cause, the Contractor is required to have the non-containerized material carried to the vehicles on the streets that can be traveled. If the Contractor is unable to obtain access to containerized customers for any reason stated above, the Contractor shall notify both the customer and the Borough Manager of the situation, and shall make arrangements to collect and transport the waste at a mutually convenient time.

2.11. CARRY-OUT SERVICE FOR THE DISABLED. The Contractor shall provide, for the same price as the regular collection service, a carry-out service to residents who possess disabilities which preclude them from taking MSW to the designated location as described in Paragraph 2.8. This service shall only be available to persons regarded as disabled under the Americans With Disabilities Act of 1990, as amended, whose Dwelling Unit does not have residing therein another individual capable of transporting MSW to the designated location.

2.12. LARGE BULK ITEMS. As part of the weekly regular collection services, Contractor shall provide the equipment and personnel to remove one (1) large bulk item at each unit at curbside per week. One large bulk item shall include any oversized Refuse items, Unacceptable Waste, metals and white goods, goods containing CFC's and tires without rims, excluding acceptable MSW collected under the regular service, household Hazardous Waste, yard waste, liquids and tires mounted on rims. Items will be placed curbside by the residents that utilize the regular service under the Contract. Contractor shall not be required to remove any item which two persons are unable to lift onto a truck. Acceptable Waste shall be segregated from Unacceptable Waste. All Acceptable Waste shall be delivered to the Facility designated by ordinance duly adopted by the County of Dauphin. Alternate Disposal arrangements shall be made to transport all Unacceptable Waste to an incinerator, landfill or recycling center.

2.13. EMPLOYEES. If any employee of the Contractor uses improper language, is under the influence of drugs and/or alcohol while on duty, accepts or demands payment from the citizens for services rendered, or falsifies any report he may be called upon to make, the Contractor shall immediately correct the above mentioned condition and/or discharge the individual employee, whichever is necessary, to correct the condition set forth.

2.14. EMERGENCY TRUCK. The Contractor shall at all times have available a truck which shall not be employed on a regular route in the collection of Garbage, but which shall be used in case of emergency upon the call of the Borough Manager. This truck need not be the standard, covered, packer type. A tarpaulin must be used to cover material if this truck has an open body.

2.15. PENALTIES TO BE MADE FOR VIOLATION OF CONTRACT. It is understood and agreed that the Borough has a right to assess and bill to the Contractor the following amounts as liquidated damages for violation of the Contract, viz:

1 – Garbage or recycling not collected, per house, per day	\$25.00
2 – Complaint not attended to within 24 hours, per complaint.....	\$10.00
3 – Garbage or recycling vessels not covered and replaced as required, per vessel	\$10.00
4 – Spilling of any Garbage in conveying it from the curb to the garbage trucks and failing to immediately gather it up and clean street, for each offense ..	\$15.00

It shall be a condition of the Contract that the question of assessment of penalties shall be decided in writing by the Borough Manager. Contractor shall have the right to appeal the assessment of penalties to the Sanitation Committee by providing written notice of the same within ten (10) Days of being assessed. The decision of the Sanitation Committee on the question shall be final and conclusive. Any penalty assessed shall be paid by the Contractor within fifteen (15) Days of being assessed by the Borough Manager or finally determined by the Sanitation Committee following an appeal.

I certify that I have read the Instructions to Bidders, General Conditions of the Bid, General Conditions of the Work and Specifications, Form of Contract & Bonds, all of which define my obligations and duties under the Contract.

By: _____
Bidder

Print Name: _____

Print Title: _____

BOROUGH OF HIGHSPIRE

MUNICIPAL SOLID WASTE DISPOSAL BID QUESTIONNAIRE

Important: Each Bidder must fully and completely fill out and answer this Questionnaire.

- 1. Equipment proposed to be used for the collection of Refuse and Recyclable Materials:
 - a. Number of vehicles: _____
 - b. Description of vehicles: _____

(Include Make/Model/Year, Body Type, Capacity, Condition and Present Location)

- 2. Experience in collection and Disposal of Refuse:
 - a. Number of years in collection and Disposal of Refuse. _____
 - b. State and municipal contracts, similar to that proposed by the Borough of Highspire, that you have had in the past five (5) years.

<u>Name of Municipality</u>	<u>Date of Contract</u>	<u>Term of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Use additional sheets if needed)

- c. Have you ever defaulted on any contract held by you? Explain. _____

- 3. Have you ever been the lowest Bidder on a municipal contract and not awarded the contract? If so give details. _____

- 4. Are there any unsatisfied judgments entered against you? If so explain. _____

5. Give name and address of Surety Company which agreed to act as surety on your bond should the Contract be awarded to you. _____

6. List below the names and addresses of Surety Companies which have heretofore bonded you on municipal contracts. _____

7. In the last five (5) years, have you been a party (Plaintiff, Defendant or Additional Defendant) in litigation with a municipality? If so, give details of each such lawsuit. _____

**PROPOSAL FOR COLLECTION AND TRANSPORTATION
OF MUNICIPAL SOLID WASTE**

Date: _____

Borough Council of the Borough of Highspire
640 Eshelman Street
Dauphin County
Highspire, Pennsylvania 17034

Members of Council:

The undersigned having read and carefully examined the Bidding Documents, hereby proposes to furnish all labor, equipment and appliances to collect and dispose all MSW and Recyclable Materials from residential dwellings collected within the corporate limits of the Borough of Highspire, as it presently exists, for the prices set forth for the period of thirty-six (36) months beginning the first day of January, 2022, pursuant to and in strict and full compliance with the Bidding Documents, hereto annexed and, by this reference, made a part of this Bid.

NON-CONTAINERIZED MSW AND RECYCLABLE MATERIALS COLLECTION AND DISPOSAL

Regular Collection Service per annum or the designated time below:

Regular Collection plus Curbside One (1) Large Bulk Item Per Week

Year 1 (January 1, 2022 to December 31, 2022):

_____ Dollars; or \$ _____
(Use words) (Use Figures)

Year 2 (January 1, 2023 to December 31, 2023):

_____ Dollars; or \$ _____
(Use words) (Use Figures)

Year 3 (January 1, 2024 to December 31, 2024):

_____ Dollars; or \$ _____
(Use words) (Use Figures)

**TOTAL BID PRICE FOR NON-CONTAINERIZED MSW AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL (Sum of cost for all thirty-six months):**

_____ Dollars; or \$ _____
(Use words) (Use Figures)

If Bidder is:

An Individual

By: _____ (Seal)
(Individual's Name)

doing business as _____

Business Address: _____

Phone Number: _____

A Partnership or Limited Liability Company

For _____
(Entity's Name)

Signature: _____ (Seal)
(General Partner/Member/Manager Authorized to Sign)

Business Address: _____

All Partners/Members: _____

Phone Number: _____

A Corporation

For _____
(Corporate Name)

(State of Incorporation)

Signature: _____ (Seal)
(Individual Authorized to Sign)

Title: _____
(Title of Person Authorized to Sign)

Attest: _____ (Seal)
(Secretary)

Business Address: _____

Phone Number: _____

NON-COLLUSION AFFIDAVIT

I, _____, the Bidder (or the President of _____ the Bidder) for the collection and transportation of non-containerized garbage, Refuse and Ash in the Borough of Highspire for the period of January 1, 2022 to December 31, 2024, hereby swear and affirm that:

1. Neither the Bidder, nor any co-owner, partner, executive officer or greater than five (5%) percent shareholder of the Bidder, has been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last ten (10) years, except for the following:

2. Neither the Bidder, nor any co-owner, partner, executive officer or greater than five (5%) percent shareholder of the Bidder, has engaged in any activity with any other person, including other Bidders, or officers, employees or agents of the Borough of Highspire, to determine in advance the winning Bidder for the collection and transportation of Containerized and Non-Containerized Waste for the Borough of Highspire for the period of January 1, 2022 to December 31, 2024, including but not limited to (a) agreeing to submit identical bids, (b) agreeing to rotate bids, (3) agreeing to share profits with another Bidder who does not submit the low bid, (4) submitting pre-arranged bids, agreed-upon higher or lower bids, or other complementary bids, or (5) agreeing not to submit bids.

The statements made in this affidavit are true and correct. I understand that any false statements made herein are subject to penalties of 18 Pa. C.S. § 4903, relating to false swearing, and the Anti-Bid Rigging Act, Act of Oct. 28, 1983, P.L. 176, No. 45, 73 P.S. §§ 1611, et seq.

BIDDER
BY:
Name: _____
Title: _____
Bidder: _____

Sworn and subscribed this
_____ day of _____, 2021.

Notary Public

:975407