

**PROPOSAL TO THE BOROUGH OF NORTH CATASAUQUA,  
PENNSYLVANIA FOR REFUSE COLLECTION  
AND DISPOSAL FROM RESIDENTIAL UNITS  
WITH COLLECTION, PROCESSING, AND MARKETING OF  
RECYCLABLES**

**Presented by:**

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**Name**

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**Address**

## LETTER OF INTENT AND CERTIFICATION

Borough Council  
Borough of North Catasauqua  
1066 Fourth Street  
North Catasauqua, PA 18032

Dear Borough Council:

Upon review of the Request for Proposals and Specifications, inclusive of instructions to bidders, bid bond, conditions, and the contract documents; examination of the site to assess local conditions that may, in any manner, affect the cost, progress, or performance of the Services; consideration of Federal, State, and local laws, ordinances, rules, and regulations that may, in any manner, affect the cost, progress, or performance of the Services; and accounting for any factors arising from the foregoing in the Bid submission; the undersigned hereby submits this proposal, and encloses herewith as proposal guaranty, a Certified or Treasurer's Check, or Bid Bond, in an amount not less than ten percent (10%) of the bid herein submitted. It is understood and agreed that said bond will be forfeited if this proposal is accepted by the Borough and the undersigned fails to furnish approved bonds and execute the contract within the time designated by the Borough; otherwise, the guaranty will be returned.

The undersigned hereby declares it understands and accepts the scope, terms, and conditions of the Services as set forth in the Request for Proposals, the Contract, and in any and all related documents.

The undersigned hereby declares that no official, agent or employee of the Borough is interested, directly or indirectly, as a principal, surety, or otherwise, in this proposal or in the performance of the contract work or business to which it is related, or in any portion of the profits thereof.

It is further declared that the undersigned is the only party interested in this proposal as principal, and that this proposal is made without collusion with any person, firm, or corporation.

The undersigned hereby agrees that if it is the Successful Bidder, it will execute the Contract and furnish surety bonds in the amount of one hundred percent (100%) of the contract price within ten (10) days of receipt of the Contract, and will begin work promptly when notified by the Borough to proceed.

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Printed Name

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Signature/Title

# BID PROPOSAL

## Description of Work:

### Contract Item #1: Curbside Garbage Collection

Cost per unit/year	Estimated Number of Units	Bid Price
	To be provided by Borough	

### Contract Item #2: Curbside Recycling Collection

Cost per unit/year	Estimated Number of Units	Bid Price
	To be provided by Borough	

### Contract Item #3: Dumpster Collection

Cost per unit/year	Estimated Number of Units	Bid Price
	4	

The disposal site to be used during the life of the contract is:

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The processing facility or facilities to be used during the life of the contract is/are:

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Printed Name

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Signature/Title

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Witness

CORPORATE SEAL (IF APPLICABLE)

**AFFIDAVIT OF NON-COLLUSION**

The undersigned hereby attests that they are (agent, owner, partner, officer, or other authorized representative) of \_\_\_\_\_, the Bidder which has submitted the attached Bid, and;

1. Such Bid is genuine and not a collusive or sham Bid;
2. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person, to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, collusion, conference or other communication with any other Bidder, firm, or person to fix the price or prices in the attached Bid or the Bid of any other Bidder, or to fix any element of the Bid Price in this or any other Bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Borough or any person interested in the proposed Contract;
3. The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest; and
4. Neither the Bidder nor any of its officers, partners, owners, agents, or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the Borough.

By my signature below, I hereby attest that I, by and on behalf of the Bidder, understand and agree that the representations made herein are material to the bid selection and contract process, and the Borough will rely on the same in awarding said Contract. I, by and on behalf of the Bidder, understand and agree that any misstatement in this affidavit shall be treated by the Borough as fraudulent concealment of the true facts relating to the submission of bids under the related Request for Proposals.

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Printed Name

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Signature/Title

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2020

(Notary Public) \_\_\_\_\_ My commission expires:

## NON-DISCRIMINATION STATEMENT

The undersigned, by and on behalf of the Bidder, hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, age, veteran status, disability, family status, religion, gender, or national origin. The undersigned, by and through the Bidder, shall take affirmative action to ensure that eligible applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, age, veteran status, disability, family status, religion, gender, or national origin.

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Printed Name

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Signature/Title

## BUSINESS CERTIFICATION

**Instructions:** This document must be complete and notarized when submitted. The submission of an incomplete or un-notarized document may disqualify an otherwise qualified Bidder. Separate sheets may be attached as necessary to answer all questions completely.

Name of Business: \_\_\_\_\_

Main Office Address: \_\_\_\_\_

Office from which this contract will be served: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Date of Organization: \_\_\_\_\_ Form of organization: \_\_\_\_\_

Place of Incorporation (if applicable): \_\_\_\_\_

Length of time in business under present name: \_\_\_\_\_

Officers (please attach, listing names and titles of officers).

Contracts on hand (please attach, showing the amount of each contract and the anticipated date of completion).

Have you ever failed to complete any work awarded to you? YES \_\_\_\_\_ NO \_\_\_\_\_ If YES, please state where and why: \_\_\_\_\_

Have you ever defaulted on a contract? YES \_\_\_\_\_ NO \_\_\_\_\_ If YES, please state where and why: \_\_\_\_\_

List the major equipment you have available for this contract: \_\_\_\_\_

Describe bidder's experience in trash and recycling hauling and disposal (please attach).

Has bidder ever been party to or otherwise been involved in any action or legal proceeding wherein a discrimination claim has been asserted? YES \_\_\_\_\_ NO \_\_\_\_\_ If YES, please provide jurisdiction, docket number, and description of claims and outcome: \_\_\_\_\_

\_\_\_\_\_

Name, address, telephone number and contact person at surety company who will provide bonding for this contract: \_\_\_\_\_

\_\_\_\_\_

Name, address, telephone number and contact person at insurance company/(ies) who will provide insurance coverage for this contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**BOROUGH OF NORTH CATASAUQUA BID SUBMISSION PACKAGE  
BID # 2020-2**

**REFUSE COLLECTION AND DISPOSAL FROM RESIDENTIAL UNITS AND  
COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

**DETAILED SPECIFICATIONS**

**Section 1 – Definitions.**

The following words, when used in these Specifications, shall have the meanings ascribed to them herein, except in those instances when the context clearly indicates otherwise:

“Ashes” shall mean the residue from the burning of wood, coal, coke, or other combustible materials.

“Contractor” shall mean the most Responsible Bidder, selected by the Borough, who is party to a contract to provide the services described herein.

“Garbage” shall mean the animal, fruit, and vegetable waste resulting from the handling, preparation, cooking, and consumption of foods, and the residue from fruit trees located on a premises. It shall not include more than a trace amount of free liquids. It shall not include industrial food processing waste from canneries, packing plants or the like, nor large quantities of condemned food products.

“Person” shall mean a natural person, firm, partnership, association, school, religious institution, corporation, or other lawful entity.

“Refuse” shall mean garbage, ashes, rubbish, and ruffraff as herein defined.

“Rubbish” shall mean all waste material other than ashes or garbage which is collectible in a forty-five (45) gallon container, including but not limited to paper, rags, street sweepings, small dead animals, excelsior, straw, boxes, discarded clothing and shoes, leather scraps, pieces of carpet, grass, leaves, twigs, branches, hedge trimmings, cloth, glass, china, wood, sand, brick, and tile.



“Riffraff” shall mean all waste material which is too large for collection in a forty-five (45) gallon container, including but not limited to furniture, tanks, tubs, stoves, large dead animals, tree trimmings, refrigerators, tires, mattresses and lawn mowers, either whole or in pieces, such that no one piece shall exceed one hundred fifty (150) pounds.

“Recyclables” shall mean all glass, aluminum, bottles, cans, cardboard, plastics numbered one (1) through seven (7), newspapers, magazines, mail, food material boxes, and any other materials which may, from time to time be designated as recyclable by the Borough of North Catasauqua.

“Residential Unit” shall mean any single-family, multi-family, or apartment dwelling, and buildings owned by the Borough, convents, churches, banks, business and professional offices, barber shops, beauty salons, and newspaper and magazine shops.

## **Section 2 – Scope of Work Generally.**

1. The Contractor shall furnish all labor and equipment, and perform all work necessary to collect ashes, garbage, rubbish, riffraff, and recyclables accumulated in the Borough of North Catasauqua from residential units and certain enumerated public locations where the Contractor shall furnish dumpsters and collect from the same, specifically:
  - A. North Catasauqua Playground, 701 Grove Street (1 dumpster)
  - B. North Catasauqua Borough Hall, 1066 Fourth Street (1 dumpster)
  - C. North Catasauqua Borough Complex, 1460 Main Street (1 dumpster)
2. The Contractor shall dispose of all collected materials at a site of their choosing, to be located outside the limits of the Borough of North Catasauqua. Such site or sites must be approved by the Pennsylvania Department of Environmental Protection.
3. The Contractor shall make collections once per week in accordance with the options chosen by the Borough for the collection of ashes, garbage, rubbish and recyclables.

4. Riffraff, inclusive of Christmas trees, shall be removed once per month.
5. The Contractor shall use packer units for the collection of ashes, garbage, and rubbish. All vehicles shall be water-tight and fit with a tight cover, and shall be operated so as to minimize the release of offensive odors, and blown, dropped, or spilled material.
6. Collections shall be performed the day after any of the following holidays when the holiday falls on a collection day: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No collections shall be made on Sundays. Contractor shall advise of any schedule change, including holidays, by advertising pursuant to the terms set forth herein.
7. Payments to the Contractor shall be made in equal monthly installments.
8. At the end of each year, the Contractor shall meet with the Borough Secretary to determine how many, if any, collection units have been added or removed, and the Contract Price for the following year shall be adjusted accordingly. For this purpose, it shall be established and agreed that \_\_\_\_\_ collection units exist as of \_\_\_\_\_, 202\_\_\_. The annual Contract Price will be divided by this number of collection units to arrive at the average collection unit cost. The number of collection units added or removed will be multiplied by this figure to ascertain any change in Contract Price from year to year.
9. Collection, transportation, and disposal of ashes, garbage, recyclables, rubbish, and riffraff shall occur on a single day, with yard waste (with the exception of leaves) to be included in the waste stream.
10. While materials placed at the curb for collection are public property, they remain the responsibility of the resident until collected by the Contractor. Materials become the responsibility of the Contractor upon collection. If the Contractor determines that any material placed for curbside collection is not in sufficient condition for collection, the Contractor shall follow the rejection procedure. Specifically, the Contractor shall have the option of collecting or leaving such item(s), and in any case, shall leave a sticker or other form of

notification approved by the Borough explaining the proper method of preparation of such materials.

11. The Contractor shall leave, without damage at the point of collection, all reusable containers used for the curbside placement of all collectable materials.
12. The Contractor shall adequately clean up any materials spilled, strewn, or blown in the course of collection and/or transportation operations. All collection vehicles shall be equipped with at least one (1) broom and one (1) shovel for use in cleaning up material spillage. The Contractor shall not be responsible for removing or cleaning up any items which have been properly rejected.
13. If, after the contract is awarded, the Contractor desires to change the collection schedule, it must notify the Borough in writing. No change shall take effect until the Contractor has received the Borough's written approval. In the event of such approval, it shall be the sole responsibility of the Contractor to advertise the change in the regular collection schedule in the Morning Call newspaper for three (3) successive days at least ten (10) days prior to the effective date of the change. The Contractor shall be solely responsible for the payment of such advertising and shall submit proof of publication to the Borough. Additionally, the Contractor shall be responsible for providing residents with such additional reasonable notice as the Borough may request.
14. On or before the fifteenth (15<sup>th</sup>) of each month, the Contractor shall provide a report to the Borough, stating in pounds or tons, the amounts of refuse and recyclables collected each month.

### **Section 3 – Scope of Services Specific to Recyclables.**

1. The Contractor shall provide weekly single-stream curbside collection of recyclables designated by the Borough, from all properties which receive municipal refuse collection services. The collection of these materials shall occur on the same day as the collection of ashes, garbage, rubbish, and ruffraff. Collection shall commence on the first regularly scheduled collection day and shall continue until the end of the Agreement.

2. As designated by the Borough, recyclables shall include:
  - a. Aluminum food and beverage containers
  - b. Newsprint, magazines, and mail
  - c. Cans
  - d. Glass
  - e. Plastics (numbered 1 through 7)
  - f. Food material boxes
3. The scope of services shall include the furnishing of all labor and specialized recycling and other equipment required for the prompt and efficient collection and transportation of all recyclables to be collected under the Agreement.
4. The Contractor shall supply collection vehicles for the sole purpose of collecting recyclables, which are capable of transporting the same in a condition to maximize their marketability.
5. The Contractor shall not commingle recyclables collected in the Borough with recyclables collected elsewhere, and shall submit written verification of the same on a monthly basis.
6. The Contractor shall provide written documentation of the tonnage of recyclables marketed on an annual basis in sufficient detail for the Borough to submit its annual Department of Environmental Protection Performance Grant Application. This data shall include: (1) the marketing date; (2) the weight receipt numbers; (3) the market's name; (4) the market's address; (5) the weight of the material sold; and (6) the range and average price received per ton for each recyclable during the year.

#### **Section 4 – Insurance.**

1. Each Bidder shall, for the purposes of their Proposal, be required to show that they accept the provisions of the Workmen's Compensation Act of 1915 and the supplements and amendments thereto, and that they will insure their liability attendant with any Agreement with the Borough prior to executing such Agreement.

2. The Successful Bidder shall agree to indemnify and hold harmless the Borough of North Catasauqua from any and all actions or causes of action, claims, demands, liabilities, losses, damage, or expense of any kind or nature whatsoever, including counsel fees which the Borough may incur by reason of the consequence of the Successful Bidder's performance under the Agreement.
3. Each Bidder shall submit a Certificate/s of Insurance issued by an insurance company satisfactory to the Borough, evidencing the existence of the mandatory minimum coverage required by this section:
  - a. General Public Liability Insurance (non-automotive) for personal injury and damage to property of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
  - b. Total Automobile Liability Insurance including primary combined single limit coverage and excess automobile liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
  - c. Excess Liability Insurance, applicable to General Public Liability and Automobile Liability, of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate (umbrella form).
  - d. Workmen's Compensation coverage of not less than the statutory minimum, and employer liability coverage of not less than \$1,000,000 per occurrence.
4. The aforesaid policies of insurance, and any additional policies required by the Borough, shall be maintained by the Contractor in the amounts set forth, and the Borough shall be named as an additional insured on the policies, and designated for protection from any and all claims for damages of any kind or nature whatsoever, including but not limited to wrongful death, which may arise from the obligations of the Contractor in the performance of the Agreement, whether such obligation be controlled by the Contractor or by someone either directly or indirectly employed by the Contractor for the purpose of accomplishing some obligation incumbent upon the Contractor under the terms of the Agreement. All insurance policies maintained by the

Contractor shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. Each certificate of insurance shall require that notice be given to the Borough of North Catasauqua, either by certified or registered mail, at least sixty (60) days prior to any material change to or cancellation of any policy hereunder.

**REFUSE COLLECTION AND RECYCLING CONTRACT**

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between:

The BOROUGH OF NORTH CATASAUQUA, a Pennsylvania municipal corporation with its principal offices at 1066 Fourth Street, P.O. Box 18032, North Catasauqua, PA 18032 (hereinafter "Borough")

AND

\_\_\_\_\_, with its offices at \_\_\_\_\_ (hereinafter "Contractor")

WHEREAS, the Borough, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, has found it necessary to regulate and control the collection and disposal of Garbage and Rubbish, including collection, processing and marketing of Recyclables, from the Residential Units of the Borough, by adopting Borough of North Catasauqua Ordinances No. 272 and 281 (hereinafter collectively referred to as "Ordinances"), and has invited and advertised for proposals from contractors for the collection and disposal of Refuse, including collection, processing and marketing of Recyclables, accumulated from Residential Units in the geographical confines of the Borough of North Catasauqua, for a \_\_\_\_\_ month period commencing January 1, 2021 and ending December 31, 20\_\_;

WHEREAS, the Borough is mandated by Pennsylvania's Act 101, entitled the "Municipal Waste Planning, Recycling, and Waste Reduction Act – Municipal Implementation of Recycling Programs," to have and maintain a recycling program within the Borough; and

WHEREAS, following the above stated invitation and advertisement for proposals, Contractor has submitted a conforming proposal, and has been found by the Borough to be the lowest responsible bidder among those submitting conforming proposals in response to said invitation and advertisement; and

WHEREAS, the Borough is willing to enter into this Contract with Contractor for residential refuse collection and disposal, including collection, processing and marketing of recyclables, for the period commencing January 1, 2021 and ending December 31, 202\_\_, on the terms and conditions hereinafter set forth, and Contractor is agreeable to entering into said contract.

NOW, THEREFORE, the Borough and Contractor, in consideration of the promises and the mutual covenants herein contained, and intending to be legally bound hereby, do agree as follows:

**I. DEFINITIONS**

1. The following words when used in this Contract shall have the following meaning ascribed to them except in those instances where the context clearly indicated otherwise:

- (a) "Ashes" means the residue from the burning of wood, coal, coke or other combustible materials.
- (b) "Collection Site" means the location and time for each customer in the Borough at which collection services are performed, as hereinafter set forth.
- (c) "Contract Documents" means the Request for Proposals, Detailed Specifications, Bid Proposal Form, Letter of Intent and Certification, Bid Bond, Affidavit of Non-Collusion, Non-Discrimination Statement, Bidder's Business Certification, Performance Bond, Certificates of Insurance with Certification, Permits, Licenses and related documents, any additional documents requested by the Borough, and any amendments to the foregoing documents, together with Contractor's Proposal, all of which are incorporated by reference into this Contract as though fully set forth herein.
- (d) "Garbage" means the animal, fruit and vegetable waste resulting from the handling, preparation, cooking and consumption of foods and the residue from the fruit trees located on the premises. It shall not include food-processing wastes from industries such as canneries or packing plants nor large quantities of condemned food products.
- (e) "Hazardous Waste" means any solid waste which is within the definition of "Hazardous Waste" set forth in Section 103 of the Solid Waste Management Act, Act of July 2, 1980, P.L. 380, No. 97.
- (f) "Person" shall mean a natural person, firm, co-partnership, association, school, church, institution, or corporation, or other lawful entity.
- (g) "Recyclables" means all glass, aluminum, bottles and cans, cardboard (cut into 2'x2' sections and bundled), plastics (numbers one (1) through seven (7), newspaper, magazine, junk mail, all food material boxes and any other materials which may be designated from time to time by the Borough of North Catasauqua.
- (h) "Refuse" means Garbage, Ashes, Rubbish and Riffraff as herein defined.insurance
- (i) "Resident" means any Person residing in the Borough.
- (j) "Residential Unit" means any single-family, double-family or apartment dwelling, buildings owned by the Borough, convents, churches, banks, business and professional offices, barber shops, beauty salons, and newspaper and magazine shops.
- (k) "Riffraff" means all waste material which is too large for collection in a forty-five (45) gallon container. Examples include, but are not limited to: furniture, tanks, tubs, stoves, large dead animals, tree trimmings, refrigerators, tires, mattresses,



lawn mowers, etc. Heavy items must be dismantled by the Owner such that any given item or component to be lifted by the Contractor will not exceed one hundred fifty pounds (150 lbs).

- (l) "Rubbish" means all waste material other than Ashes or Garbage which can be collected in a forty-five (45) gallon container such as paper, rags, street sweepings, small dead animals, excelsior, straw, boxes, old clothes and shoes, leather scraps, pieces of carpet, grass, leaves, twigs, branches, hedge trimmings, cloth, glass, China, wood, sand, brick, tile, etc.
- (m) "White Goods" means large electrical goods used domestically such as refrigerators and washing machines

## II. SERVICE

1. Collection — Contractor agrees to furnish labor, to supply all necessary vehicles, tools, equipment, materials and facilities, and to perform all work in a neat, clean and workmanlike manner necessary to collect all Ashes, Garbage, Refuse, Rubbish, Riffraff, and Recyclables accumulated in the Borough from all Collection Sites, including all Residential Units, and to transport and dispose of the same at its own expense at a permitted facility to be located outside the limits of the Borough in a manner complying with all applicable laws and regulations, state, federal and other. Such site must be approved by the Pennsylvania Department of Environmental Protection.

Collections shall be made in the alleys within the Borough or from the curb or service drive when no alley serves the premises. Collection from the curb shall occur at the location adjacent to the public street immediately appurtenant to the customer's place of residence. The maximum distance of any curbside Collection Site shall be five (5) feet from the public street utilized by collection vehicles. Collection of Refuse shall be made once per week, Monday through Thursday, on the Borough's predetermined route, on days and at times specified by the Borough, and Recyclables shall be collected on the same day, as more fully set forth below in Section IV, "Recyclable Service." Riffraff shall be collected once per month.

Collections shall be made the following day when any of the holidays set forth herein occurs on a collection day: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No collections shall be made on Sundays.

Collection, transportation, and disposal of Garbage, Ashes, Rubbish, Riffraff, and Recyclables shall occur on a single day with yard waste (with the exception of leaves) to be included in the waste stream.

2. Schedule— Contractor shall pick up at reasonable times and shall submit a schedule of pick-ups (Monday-Thursday), to be approved by the Borough and attached hereto and incorporated herein as Exhibit "A." Contractor shall conduct its pick-ups in accordance with the submitted and approved schedule. Contractor shall advertise in a local newspaper of general circulation at least one (1) week prior to any change in schedule, including any and all holidays.

Refuse and Recyclables shall be collected the business day following any holiday.

If, after the Contract is awarded, Contractor desires to change the recommended collection schedule, it must first notify the Borough in writing, and obtain the Borough's approval. In the event that the Borough approves the requested change, it shall be the sole responsibility of Contractor to advertise the change in the regular collection schedule in a local newspaper of general circulation for three (3) successive days, at least ten (10) days prior to the effective date of the new schedule, and Contractor shall be responsible for providing the Residents with such reasonable notice as the Borough may request. Further, Contractor shall be solely responsible for the payment of said advertising and shall submit proof of publication to the Borough.

3. Packer Units — Contractor shall use packer units for the regular weekly collection of Refuse. All vehicles shall be watertight, shall be provided with a tight cover, and shall be operated so as to minimize offensive odors and blown, dripped or spilled Refuse. Any spillage shall be immediately cleaned up by Contractor.

4. Title to Refuse — Contractor shall, upon collection of any item of Refuse pursuant to this Contract, acquire all right and title to the ownership thereof.

5. Disposal — Contractor represents and warrants to the Borough that Contractor presently has, and at all times during the term of this Contract shall maintain, the right to dispose of Refuse collected by it under this Contract in one or more lawful sanitary landfill sites, or other lawful disposition sites, and that Contractor is presently, and at all times during the term of this Contract, shall, remain in compliance with all federal, state, and other laws and regulations applicable to its business operations. Contractor agrees to submit copies of permits for any facility to be used in the performance of this Contract, including but not limited to transfer stations and landfills. Contractor agrees to submit a signed letter from the disposal, transfer and composting location(s) guaranteeing acceptance of the Borough's Refuse for the duration of this Contract.

6. Equipment — Contractor warrants that it presently has, and during the term of this Contract will at all times maintain, lawful possession and control of a sufficient number of Refuse collection vehicles, in good repair, and complying in all material respects with applicable Ordinances (as presently in effect) and with all applicable state and federal laws and regulations, to fulfill its duties hereunder.

7. Conduct of Employees — The employees of Contractor performing under this Contract shall not behave in a manner which is noisy, vulgar, obscene or insulting to customers.

8. Monthly Report — Contractor shall, on or before the fifteenth (15<sup>th</sup>) of each month, furnish to the Borough a monthly report. The report shall include, in pounds and tons, the amount of Refuse and Recyclables collected in the previous month.

9. Annual Report — Contractor shall provide the Borough with written documentation of the tonnage of Recyclables marketed during the prior year in sufficient detail for the Borough to

submit its' performance grant application to the Department of Environmental Protection based on tonnage recycled. This data shall include (1) the marketing date, (2) the weight receipt numbers, (3) the market's name, (4) the market's address, (5) the weight of material sold, (6) the range and average price received per ton for each Recyclable during the year.

10. Weather, etc. — Contractor shall make arrangements to fully perform the within contracted work notwithstanding unexpected occurrences such as varying weather conditions, temporarily closed streets, and the like. Upon the occurrence of any such event, Contractor shall make appropriate arrangements with the Borough to ensure the complete performance of this Contract. The provisions of this paragraph shall not require Contractor to take any action that would endanger the health or safety of any Person.

### **III. DUMPSTER SERVICE**

1. Dumpsters — Contractor shall provide dumpsters at the following public locations within the Borough:

- a. North Catasauqua Playground, 701 Grove Street (1 Dumpster)
- b. North Catasauqua Borough Hall, 1006 Fourth Street (1 Dumpster)
- c. North Catasauqua Borough Complex, 1460 Main Street (1 Dumpster)

The Borough reserves the right to add or delete from the list as necessary. Service of all dumpsters shall occur once a week.

### **IV. RECYCLABLE SERVICE**

1. Recyclable Materials — The scope of work to be completed under this Section shall be in reference to recycling of Recyclable materials, as defined herein.

2. Collection — Contractor shall complete the weekly single stream curbside collection of all Recyclables designated by the Borough from all Collection Sites which receive municipal Refuse collection services. Collections shall be made in alleys within the Borough or from the curb or service drive when no alley serves the premises. Collection from the curb shall occur at the location adjacent to the public street immediately appurtenant to the customer's place of residence. The maximum distance of any curbside Collection Site shall be five (5) feet from the public street utilized by collection vehicles. The collection of Recyclables shall be on the same day as municipal Refuse collection and shall commence on the first regularly scheduled day of municipal Refuse collection in January, 2021 and continue until December 31, 20\_\_.

3. White Goods — White Goods shall be picked up only after scheduling of the same upon a call by the Owner to the Borough Office. If the White Goods to be recycled contain freon, the owner must ensure that all freon has been professionally removed and a sticker applied to the same prior to pick-up. If the owner fails either to call the Borough Office to schedule pickup or to see that any freon is professionally removed relative to any White Goods, Contractor shall not be required to collect the same.

4. Labor and Equipment — Contractor shall furnish all labor and specialized recycling vehicles and other equipment required for the prompt and efficient collection and transportation of all Recyclables to be collected under this Contract.

5. Title and Responsibility — All Recyclables materials placed out for collection shall be owned by, and be the responsibility of the Residents of the Borough, until such Recyclables are collected by Contractor. The Recyclable material becomes the property and responsibility of Contractor upon Contractor's acceptance and collection of said items. If Contractor determines that the Recyclables set out by any Resident(s) are unacceptable due to insufficient preparation of materials, Contractor and its employees shall follow the rejection procedure more fully described hereunder. Residents will utilize recycling containers and other containers which may be up to a thirty (30) gallon capacity, and must be clearly marked "Recycling."

6. Containers — Contractor shall leave all reusable recycling containers, and any protective covers used to keep the Recyclable materials dry, at the point of collection, without damage.

7. Clean-Up — Contractor shall adequately clean up any materials spilled, blown or otherwise dispersed during the course of collection and/or transportation operations. All collection vehicles shall be equipped with at least one (1) broom and one (1) shovel for use in cleaning up material spillage and/or dispersal. Contractor shall have no responsibility to remove or clean up any items which are unacceptable due to insufficient material preparation by Residents, which are rejected for this reason, according to the procedure set forth herein, and which have not been handled by Contractor or its employees.

8. Vehicles — Contractor shall supply collection vehicles for the sole purpose of collecting Recyclables, and which are capable of transporting the Recyclables in a condition so as to maximize marketability.

9. Commingling — Contractor shall not commingle Recyclables collected in the Borough of North Catasauqua with Recyclables from outside the Borough and shall submit a written verification of the same to the Borough on a monthly basis.

## V. SERVICE CHARGE

1. Service Charge — As consideration for its services hereunder, Contractor shall be paid by the Borough the total fee of \$ \_\_\_\_\_ which fee shall be payable in \_\_\_\_\_ monthly installments of \_\_\_\_\_ on the first (1st) day of each calendar month during the term of the Contract, commencing on February 1, 2021. Included in this consideration are any and all fees applicable under Act 101.

2. Annual Service Charge Revision — Contractor and the Borough hereby acknowledge and agree that as of \_\_\_\_\_, there exist \_\_\_\_\_ collection units within the Borough of North Catasauqua. Thus, the consideration paid by the Borough to Contractor and agreed upon between the parties is \$ \_\_\_\_\_ per month per unit. Contractor and the Borough agree to meet annually to review the number of collection units within the Borough. In

accordance with any increase or decrease in the number of collection units within the Borough, the sum of \$\_\_\_\_\_ shall be multiplied by the new number of collection units, as agreed upon between the Borough and Contractor, in order to arrive at the new monthly fee to be paid to Contractor by the Borough as consideration for services rendered hereunder. Any recalculation conducted pursuant to this paragraph is expressly intended to revise and supersede the amounts of consideration stated and agreed upon above in Paragraph V.1, "Service Charge."

3. Duties Non-Delegable; Payment Non-Assignable — Contractor's duties under this Contract shall not be delegable, and its rights to payment hereunder shall not be assignable.

## VI. DEDUCTIONS FOR VIOLATION OF CONTRACT

It is understood and agreed between the parties that the Borough may deduct from the monthly payments made to Contractor the following amount as liquidated damage for the following violations of this Contract:

- A. Refuse not collected, per unit, per occurrence - \$25.00
- B. Recyclables not collected, per unit, per occurrence - \$25.00
- C. Containers left in the cartway of street, per occurrence - \$25.00
- D. Spilling of any Refuse in conveying it from the curb to the truck and failure to immediately clean the street, per occurrence - \$25.00
- E. Damage to Borough Property, cleanup costs will be billed at time and material use costs

It shall be the condition of the Contract that the question of deductions shall be decided by the Borough Secretary, subject to appeal to the Borough Council. The decision of Borough Council shall be final and conclusive.

In addition, Contractor shall be responsible for and shall perform all clean-up and all repairs necessary due to the action or inaction of Contractor or its employees under this Contract, and Contractor hereby accepts sole liability for all costs of such clean-up and repair.

## VII. COMPLAINTS

The Borough shall instruct customers to report complaints to Contractor. Any complaints received by Contractor directly from customers shall be given prompt and courteous attention. In case of missed scheduled collections, Contractor shall arrange for the collection of the missed Refuse and/or Recyclable materials not later than twenty-four (24) hours after the complaint is received. Such rescheduling shall not relieve Contractor of liability nor impair Borough's rights under this Contract with respect to such missed scheduled pick-up. Contractor shall maintain a daily log of all complaints received and make the same available to Borough for inspection upon

request.

### VIII. INSURANCE

Contractor promises to the Borough that during the term of this Contract it shall maintain continuously in effect, at its own expense and with insurance carriers qualified and admitted to engage in the business of insurance within the Commonwealth of Pennsylvania, insurance with the minimum coverages as follows:

(A) Commercial General Liability Insurance:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

(B) Automobile Liability Insurance: Including primary combined single limit coverage and excess liability automobile liability coverage in the amount of not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate.

(C) Workers' Compensation Coverage:

State	Statutory
Employer's Liability	\$1,000,000

(D) Excess Liability Insurance:

Occurrence	\$5,000,000
Aggregate	\$5,000,000

The coverages under the excess liability shall be at the least, the same coverages or broader than the commercial general liability, auto liability and employer's liability.

The aforesaid policies of insurance, and any others that may be necessary to comply herewith, shall be maintained in the amounts set forth above and shall name the Borough as an additional insured and be designed to protect the Borough from any and all claims for damages of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of Contractor in the performance of this Contract, whether such obligation is controlled by Contractor itself or by someone directly or indirectly employed by it for the purpose of accomplishing some obligation incumbent upon Contractor by the terms of this Contract. All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. Each certificate of insurance shall require that notice be given to the Borough by Certified or Registered Mail at least sixty (60) days prior to cancellation or material change in policies.

## **IX. INDEMNIFICATION AND RELEASE**

Contractor agrees to indemnify and save harmless the Borough of North Catasauqua from any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including payment of counsel fees which the Borough of North Catasauqua shall or may at any time sustain or incur by reason or in consequence, directly or indirectly, of the successful bidder's performance of this work.

## **X. CONTRACTOR WARRANTIES**

Contractor warrants that it has investigated and satisfied itself as to all conditions affecting the work contracted herein, including, but not limited to, those bearing upon: (1) federal, state or local legal requirements, permits, licenses and limitations; (2) factors affecting transportation, disposal, handling or storage; (3) availability of labor; (4) uncertainties of weather; (5) the character of equipment and facilities required; (6) physical conditions at the sites of work performance; and (7) the actual number of Collection Sites. Contractor further warrants that it has fully inspected all Contract Documents.

Further, all Refuse and Recycling disposal shall meet all local, state and federal regulations. Contractor must submit copies of permits for any facility to be used in the performance of this Contract including transfer stations and landfills. Contractor must also submit signed letters from the disposal locations for both the Refuse and Recycling guaranteeing acceptance of the material for the full term of the Contract including option years.

## **XI. LABOR AND SUPERVISION**

At all times, Contractor shall provide competent supervision, sufficient number of skilled workmen and adequate and proper materials and equipment to maintain the progress of work required under this Contract. All labor used throughout the performance of this Contract shall be acceptable to the Borough and of a nature that will permit the work to be carried on harmoniously and without delay, and will in no case cause any disturbance to the customers receiving collection service. Contractor shall not employ, or continue employment of, any person to whom the Borough reasonably objects.

## **XIII. BOROUGH MONITORING AND INSPECTION**

Services rendered under this Contract are subject to monitoring and/or inspection including but not limited to physical inspections of labor and equipment, facilities, Refuse/Recyclables and bulky items by the Borough at any time, without notice. The Borough may direct, at its discretion, without notice, any vehicle used by Contractor in performing services under this Contract to be weighed at a certified scale after the completion of daily collections but prior to the transport of contents to the designated disposal facility and/or Recyclable processing center or at any other time. Contractor shall cooperate fully with such inspections, weighing, and monitoring. Failure of Contractor to cooperate, or any attempt to evade or limit such efforts by the Borough, shall constitute a material breach of this Contract.

### **XIII. EQUAL OPPORTUNITY EMPLOYER**

Contractor represents to the Borough that it does not, and agrees that it shall not, discriminate against any employee or applicant for employment because of race, color, age, veteran status, disability, family status, religion, gender, or national origin. Contractor represents to the Borough that it does, and agrees that it shall, take affirmative action to ensure that applicants are employed without regard to their race, color, age, veteran status, disability, family status, religion, gender, or national origin. Contractor agrees to take steps to ensure that employees are treated during their employment without regards to their race, color, age, veteran status, disability, family status, religion, gender, or national origin. Such action shall include but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Any failure by Contractor to adhere to and otherwise perform its agreement under this paragraph shall be sufficient grounds for termination of this Contract by the Borough.

### **XIV. STRIKE**

A strike by Contractor's workforce shall not be grounds for Contractor to terminate this Contract. Contractor shall be required to complete its obligation under this Contract, even if it is affected by a strike, job action or other disruptive labor activity. However, the Borough will not impose any penalty nor bring any action against Contractor to perform the conditions of this Contract for the first twenty-four (24) hours of any strike or job action should such strike or job action prevent the collection of Refuse by the contract during this twenty-four (24) hour period. All other rights, remedies and options available to the Borough under this Contract shall remain unimpaired by this Section.

### **XV. NO SOLICITATION**

Contractor shall control all of its employees, and shall ensure that such employees do not solicit gifts or contributions of any kind from customers during the term of this Contract.

### **XVI. BID SPECIFICATIONS AND DETAIL SPECIFICATIONS**

Contractor agrees to comply in all respects with the bid specifications which are attached hereto as Exhibit "B", and agrees that all terms, conditions, duties, and obligations, are incorporated herein and made part of this Contract. Any inconsistencies between Contract documents and bid specifications, said bid specifications shall control.

### **XVII. MERGER, CONSOLIDATION, ETC.**

Contractor warrants and promises to the Borough that during the term of this Contract it will not, without written consent of the Borough (which shall not be unreasonably withheld), merge with, consolidate into, or transfer any substantial part of its business assets to any other Person or entity, or do any other act or thing that would materially and adversely affect its ability to render to the Borough the performances called for from it under this Contract.



### **XVIII. CHOICE OF LAW**

The Contract will be interpreted according to the laws of the Commonwealth of Pennsylvania. Any question as to definitions of specific words or terms shall first be interpreted according to the Codified Ordinances of the Borough of North Catasauqua.

### **XIX. INTEGRATION**

This Contract, along with the documents incorporated herein by reference, represent the entire understanding of the parties with respect to the subject matter of this Contract and supersedes all prior agreements, contracts, understandings, negotiations and other arrangements between the parties.

### **XX. SEVERABILITY**

All agreements and covenants contained in this Contract are severable, and in the event any of them are held to be invalid by any competent court, this Contract will be interpreted as if the invalid agreements or covenants were not contained herein.

### **XXI. AMENDMENT AND MODIFICATION**

This Contract may be amended, modified or supplemented only by the written agreement by and between the Borough and Contractor.

### **XXII. SUCCESSORS: BINDING CONTRACT**

This Contract and all rights under it will be binding on and serve to the benefit of and be enforceable by and against the successors and assigns of the parties to the agreement and will be binding on any other proprietorships, entities, companies or corporations with which Contractor is or becomes associated or affiliated in any way.

### **XIII. COUNTERPARTS**

This Contract may be executed in counterparts.

### **XXIV. AUTHORITY**

The parties executing this Contract represent and warrant to each other that they have the full right, power, capacity and authority to execute and deliver this Contract, and that they have duly and properly performed all acts required by them to authorize them to carry out this Contract and the transactions contemplated in it.

### **XXV. PARAGRAPH AND SECTION HEADINGS**

The headings and titles of the paragraphs and sections of this Contract are for intended solely to contribute to ease of readability; they are not intended to indicate the matter in the sections or paragraphs which follow them. Accordingly, they shall have no effect whatsoever in constructing the meaning of the paragraphs or sections of this Contract, nor shall they have any effect in determining the rights or obligations of the Parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers, and sealed with their corporate seals, the day and year first above written, with the intent to become legally bound.

ATTEST:

BOROUGH OF NORTH CATASAUQUA

\_\_\_\_\_  
Tasha Jandrisovits,  
Borough Secretary

\_\_\_\_\_  
Peter Paone,  
President of Council

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

Borough of North Catasauqua  
Refuse and Recyclables Schedule

Monday –

Tuesday –

Wednesday –

Thursday –

**EXHIBIT "B"**

**BOROUGH OF NORTH CATASAUQUA BID SUBMISSION PACKAGE  
BID # 2020-2**

**REFUSE COLLECTION AND DISPOSAL FROM RESIDENTIAL UNITS AND  
COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

**PERFORMANCE BOND**

KNOWN ALL PERSONS BY THESE PRESENTS, THAT:

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, Individual)

---

(Name of Surety)

---

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto the Borough of North  
Catasauqua, County of Northampton, Pennsylvania, 18032

**BOROUGH OF NORTH CATASAUQUA**  
**1066 Fourth Street, P.O. Box 150**  
**North Catasauqua, Pennsylvania 18032**  
**610-264-1504**  
**FAX 610-264-1058**  
**ncboro@rcn.com**

**REQUEST FOR PROPOSALS**  
**SPECIFICATIONS FOR REFUSE COLLECTION**  
**AND DISPOSAL FROM RESIDENTIAL UNITS**  
**WITH COLLECTION, PROCESSING, AND**  
**MARKETING OF RECYCLABLES**

**Issued:** \_\_\_\_\_, 2020

**Deadline for Submissions:** \_\_\_\_\_, 2020

## **SECTION 1 – BIDDING PROCEDURE**

### **1.1 Purpose of this Request for Proposals (“RFP”).**

The Borough of North Catasauqua (hereinafter “Borough”), a municipal corporation with its principal office in North Catasauqua, Pennsylvania is soliciting competitive sealed proposals (hereinafter “proposal”) from professional firms (each a “Bidder”) interested in providing refuse collection and disposal services and collection, processing, and marketing of recyclables from the residents of the Borough (inclusive of all required tasks, deliverables and products, collectively referred to herein as “Services”). If the Borough elects to make an award to a Bidder in connection with the Services, the Proposed Form of Contract and General Conditions included as Attachment A to this RFP, as well as all documents incorporated therein shall form the entire agreement between the Borough and the successful Bidder (“Contract”).

### **1.2 Examination of Contract Documents and Site.**

Prior to submitting a Bid, each Bidder shall (a) thoroughly examine the Contract and related documents; (b) visit the site to assess local conditions that may, in any manner, affect the cost, progress, or performance of the Services; (c) be familiar with Federal, State, and local laws, ordinances, rules, and regulations that may, in any manner, affect the cost, progress, or performance of the Services; and (d) account for any factors arising from the foregoing in the Bid submission.

The submission of a Bid shall constitute an irrefutable representation by the Bidder that the Bidder has complied with all requirements of Article 1.2, and that the Bidder clearly understands and accepts the scope, terms, and conditions of the Services as set forth herein, and in the Contract and related documents attached hereto.

Bidders shall carefully review this RFP for defects, inconsistencies, or ambiguities. Comments or questions concerning defects, inconsistencies, or ambiguities must be made in writing and received by the RFP’s point of contact, at least ten (10) business days prior to the Proposal Deadline to allow for the issuance of any necessary addenda.

This RFP cannot be modified except by written addenda issued by the Borough, at its sole discretion. *If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP by the Borough.*

### **1.3 Bid Form.**

All bids must be submitted in conformity with the requirements of this Request for Proposals and Specifications, the Contract, and the documents appended thereto. For this reason, all bids must be submitted on the Bid Forms furnished by the Borough.

Bid Forms shall be submitted in a sealed envelope, which shall be clearly marked "PROPOSAL FOR REFUSE COLLECTION AND DISPOSAL FROM RESIDENTIAL UNITS, AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES," so as to safeguard against the same being opened prior to the time set therefor.

Bid Forms must be typed or completed in ink. Itemized bid prices must be stated in words and numerals. In the case of a conflict, word will prevail.

Bids submitted on behalf of a corporation shall be executed in the corporate name by the President, Vice-President, or other corporate officer, upon proof of authority to sign, and the corporate seal shall be affixed and attested to by the Secretary or an Assistant Secretary. The corporate address shall appear below the signature of the executing officer.

Bids by partnerships must be executed in the name of the partnership and executed by a managing partner or other authorized signatory, upon proof of authority to sign.

The names and titles of all signatories shall be typed or printed below their signature, and the address and telephone number to which communications regarding bid submissions should be made shall also be typed or printed thereon.

### **1.4 Bid Pricing.**

Bid pricing shall include all labor, equipment, and all other costs necessary to provide the service. Any discounts offered for early payment shall be set forth in the proposal. The Borough is exempt from State and Federal taxes.



The bid price must be net exclusive of taxes. The successful bidder may claim no exemption for the purchase of materials, supplies, equipment, or parts necessary to satisfy bid requirements.

### **1.5 Transmittal Letter.**

Proposals shall include a brief letter which provides the Bidder's name; address, telephone, and fax number; name, title, telephone number, fax number, and email address of the contact person for the Proposal. The transmittal letter shall also include an acknowledgement of each RFP addendum received (if applicable), and a statement that the Proposal is valid for sixty (60) days from the Proposal opening date.

### **1.5 Business Certification.**

Each Proposal shall include a Business Certification form, which shall, in addition to providing all other requested information, outline:

- The number of years the Bidder has been in business.
- The type of organization of the Bidder (i.e. Corporation, Partnership, Sole Proprietorship).
- The name and title of each of the Bidder's officers.

### **1.6 Conflicts of Interest.**

Each Proposal shall include an Affidavit of Non-Collusion indicating whether or not any principals of the Bidder, their spouse, or their child is employed by the Borough, and whether or not the Bidder has a possible conflict of interest, and if so, the nature of the conflict.

To preserve the integrity of Borough employees and elected officials and to maintain public confidence in the RFP process, the Borough prohibits the solicitation or acceptance of anything of value by a Borough employee or elected official from any person seeking to initiate or maintain a business relationship with borough departments, boards, commissions, and agencies.

Bidders shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the Borough or their designees. Nor shall any Bidder favor any employee, elected official of the

Borough or their designees with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.

The Borough reserves the right to disqualify a Bidder or cancel an award of the Contract if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be performed by the Bidder. The Borough's determination regarding any question of conflict of interest shall be final.

**1.7** Each Bidder shall complete and submit a Non-Discrimination Statement certifying that it will not discriminate against any employee or applicant for employment because of race, color, age, veteran status, disability, family status, religion, gender, or national origin and that it will take affirmative action to ensure that eligible applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, age, veteran status, disability, family status, religion, gender, or national origin.

**1.8 Insurance.**

Each Bidder must provide with its Proposal a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in the Proposed Form of Contract and General Conditions.

**1.9 Counter-Terms.**

The Bidder shall specify any exceptions or objections taken to this RFP or the Proposed Form of Contract and General Conditions attached hereto as Attachment A, for the Borough to consider when evaluating the Proposal. Each provision the Bidder takes exception to shall be specifically identified (including a citation to the paragraph such provision is found) with the Bidder's suggested modification. It is understood that the Bidder takes no exception to the provisions of the RFP and form of Contract not specifically identified as an exception or objection in this section of its proposal.

**1.10 Alternative Proposals.**

Bidders are encouraged to review the scope of Services created by the Borough and the various task requirements called for within the scope of the Specification. If the Bidder believes that there are alternate methods for

meeting any of the RFP requirements different than those envisioned by the Borough, the Bidder should detail these and submit them as a separate section within the Proposal.

### **1.11 Bid Security.**

Every Bid shall be accompanied by a Bid Security signed by a surety company authorized to do business in Pennsylvania in an amount equal to ten percent (10%) of the Proposal, and at the option of the Bidder, may be by certified check, bank draft, or bid bond. Cash deposits will not be accepted. Certified checks and bank drafts shall be made payable to the order of the "Borough of North Catasauqua." Such security will be forfeited to the Borough in the event that the successful bidder fails to enter into a written Contract with the Borough in accordance with the proposal, as accepted by the Borough, within twenty (20) days after the award. The security of unsuccessful bidders will be returned within fifteen (15) days of the award.

### **1.12 Non-Discrimination by Borough.**

No bidder who satisfies all requisites herein shall be discriminated against because of race, color, age, veteran status, disability, family status, religion, gender, or national origin.

### **1.13 Submission of Bids.**

All proposals must be received by the Borough no later than 3:00 p.m. on \_\_\_\_\_, 2020 (hereinafter "Proposal Deadline").

**Proposals received after the Proposal Deadline will not be considered.**

Proposals may be mailed to: Tasha Jandrisovits, Borough Secretary, 1066 Fourth Street, P.O. Box 150, North Catasauqua, Pennsylvania, 18032, or hand-delivered to the Borough Office at 1066 Fourth Street, North Catasauqua, Pennsylvania, 18032 between 8:00 a.m. and 4:00 p.m. The Borough is not responsible for bids submitted by mail which are not received by the deadline.

### **1.14 Qualification to Do Business.**

Each Bid shall contain evidence of the Bidder's qualification to do business in the Commonwealth of Pennsylvania. Within five (5) days of request by the Borough, each Bidder must be prepared to submit detailed financial data,

record of prior work experience, and a statement of present commitments and available personnel and equipment.

### **1.15 Preparation Costs.**

The Borough will not be responsible for any costs associated with the preparation, submittal, or presentation of any Proposal. If the Borough rejects a Proposal or does not award an Contract to any particular Bidder, the Bidder agrees that it will not levy any claim for unjust enrichment against the Borough, nor will it seek to recover lost or expected profits or Proposal preparation costs.

### **1.16 Reservation of Rights.**

The Borough reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:

1. To reject all Proposals and re-issue the RFP at any time prior to execution of an Contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
2. To reject any Proposal if, in the Borough's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Bidder does not meet the qualification requirements set forth herein, or it is otherwise in the best interest of the Borough to reject the Proposal.
3. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of the Contract.
4. To accept or reject any or all of the terms of any Proposal and award the Contract for the whole or only a part of any Proposal if the Borough determines, in its sole discretion that it is in the Borough's best interest to do so.

5. To reject the Proposal of any Bidder that, in the Borough's sole judgment, has been delinquent or unfaithful in the performance of any contract with the borough, is financially or technically incapable, or is otherwise not a responsible Bidder.
6. To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the Borough's sole judgment, material to a Proposal.
7. To permit or reject, at the Borough's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals in accordance with the terms of this RFP.
8. To request that one or more of the Bidders modify their Proposals or provide additional information.
9. To request additional or clarifying information from any Bidder at any time, including information inadvertently omitted by Bidder.
10. To require that Bidders appear for interviews and/or presentations of their Proposals at Borough offices.
11. To conduct such investigations as the Borough considers appropriate with respect to the qualification of any Bidder and with respect to the information contained in any Proposal.

**1.12 RFP Timeline**

The following is the Borough's estimated timeline for the RFP Process:

Issue RFP	
Cutoff for Submission of Written Questions	
Deadline for Submission of Proposals	
Opening of Submitted Proposals	
Borough's Review of Proposals	
Interview Firms (if necessary)	
Issue Notice of Contract Award	

## **SECTION 2 – BID SUBMISSION AND ACCEPTANCE**

### **2.1 Public Information/Confidentiality of Proprietary Information.**

Upon submission, all Proposals and accompanying materials become the property of the Borough and may be returned only at the Borough's option. Information contained in the Proposals will be kept confidential during the Bid evaluation process. Thereafter, all Proposals become public information subject to disclosure upon request, pursuant to the procedures set forth in Pennsylvania's "Right to Know" laws (65 P.S. §§ 67.101-67.3104). Requests for photocopies must be made in writing and will be provided to the requestor for a nominal per page fee.

Trade secrets and other proprietary information contained in Proposals may remain confidential. The Bidder shall clearly identify any confidential information in their proposal. The Bidder shall also make a written request of the Borough to safeguard such information as confidential. Upon consideration of such request, the Borough shall respond to the Bidder in writing. Information shall be held in confidence only upon the Borough's written agreement to do so.

### **2.2 Amendments to Submitted, Unopened Proposals.**

Any Bidder wishing to amend or withdraw a proposal may do so by written request to the Borough, received prior to the Proposal Deadline. No amendments or withdrawals will be accepted after the Proposal Deadline unless made in response to a request by the Borough.

### **2.3 Opening of Bids.**

Proposals will be opened at a public meeting of the North Catasauqua Borough Council at \_\_\_ p.m. on \_\_\_\_\_, 2020. All Bidders are encouraged to be present. Only the name of each Bidder will be publicly available. All other information contained in each Proposal shall be treated as confidential to avoid disclosure of contents prejudicial to competing Bidders.

## **2.4 Bid Consideration Period.**

Bids may remain open for sixty (60) days after opening. The Borough, at its sole discretion, may release any Bid and return the security at any time between the opening of Bids and the expiration of the sixty (60) day consideration period.

## **SECTION 3- BIDDER SELECTION**

### **3.1 Communication with Bidders.**

Borough Council members will review and evaluate Proposals submitted in response to this RFP. The proceedings are confidential and council members shall not be contacted by any Bidder unless in response to an inquiry by the Borough. All communication between Bidders and the Borough shall be through Tasha Jandrisovits.

### **3.2 Bid Evaluation.**

Proposals will be evaluated against the Bidder's ability and competency in the performance of the required Service as indicated by training and experience, possession of requisite certifications, permits, and licenses, past performance, compliance with the requirements of the RFP, the proposed bid price, and any other criteria which the Borough may, at its sole discretion, deem relevant to the selection of the most responsible Bidder.

### **3.3 Bidder Interviews.**

The Borough may, in its sole discretion, elect to conduct interview with one or more Bidders. Interviews may be conducted to clarify and assure the Bidder's full understanding of, responsiveness to, and acceptance of the solicitation requirements. An individual with the authority to bind the Bidder must attend any interview.

### **3.4 Right to Negotiate.**

After the Borough's completion of the Proposal evaluation process, including any interviews held with Bidders, the Borough may elect to initiate negotiations with one or more Bidders for modification of any component of the Contract, including, without limitation, the scope of

services, price, or schedule for completion. The initiation or termination of such negotiations with any Bidder shall be at the sole discretion of the Borough.

### **3.5 Award of Contract.**

If the Borough elects to award the Contract pursuant to this RFP, it intends to award the Contract to the responsible and responsive Bidder whose Proposal is determined to provide the best overall value to the Borough.

## **SECTION 4 – SUCCESSFUL BIDDER REQUIREMENTS**

### **4.1 Permits and License.**

The Successful Bidder (hereinafter “Contractor”) shall procure and maintain all permits and licenses, pay all charged and fees associated therewith, and give all necessary notices required by law for the performance of the Services.

### **4.2 Performance Bond.**

Within twenty (20) days of award, the Contractor shall furnish an acceptable bond guaranteeing the performance of the Services, with surety in the amount of one hundred percent (100%) of the Contract. The surety company shall be legally authorized to do business in the Commonwealth of Pennsylvania, and shall evidence that the surety agrees to furnish a performance bond for the full amount of the Contract, and that such bond shall comply in all respects with all laws applicable to the award of contracts by Boroughs. All bonds signed by an agent must be accompanied by a certified statement of authority to act by the consent of the surety.

### **4.3 Status.**

The Contractor shall have the status of an Independent Contractor in relation to the Borough.

### **4.4 Hold Harmless Provisions.**

The Contractor shall safeguard against any and all injury or damage to persons, public property, private property, materials and things, and shall be



solely responsible for any and all damage, loss, or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work, without regard to whether or not the Contractor, a subcontractor, agents, employees or assigns have been negligent, and the Contractor shall keep the Borough free and discharged of any and all responsibility and/or liability of any kind. The Contractor shall assume all responsibility for all risks and casualties of every description, for any and all damage, loss, or injury to person or property arising out of the work, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local law, regulation, or ordinance. The Contractor shall indemnify and save the Borough harmless from all suits or actions at law or any kind whatsoever in connection with this work, and shall, if required by the Borough, produce evidence of any settlement of such action before final payment shall be made by the Borough under the contract. The Contractor's Liability Insurance Certificate shall include a save harmless clause meeting these specifications.

#### **4.5 Insurance Certificates.**

Prior to the commencement of the work outlined in the Contract, Contractor shall furnish the Borough with insurance certificates of adequate limits, as further described in the Bid Specifications, to protect the Borough, its agents, and employees from liability in any litigation involving Worker's Compensation, Public Liability, or Property Damage arising from the Contractor's performance of the work under the contract. These shall include:

Any and all subcontractors must also furnish copies of their liability insurance and Worker's Compensation insurance certificates to the Borough. No contractor or subcontractor shall perform any work under this contract until and unless such certificates are submitted and approved by the Borough.

All policies shall be held with companies having an A.M. Best rating of "A-" or better, and licensed to do business in Pennsylvania.

#### **4.6 Equal Employment Opportunity.**

During the term of the Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment who is otherwise capable of performing job responsibilities, with or without accommodation, because of race, color, age, veteran status, disability, family status, religion, gender, or national origin. The Contractor will take affirmative action to make sure that applicants are employed, and that employees are treated out regard to race, color, age, veteran status, disability, family status, religion, gender, or national origin. Such action shall include but may not be limited to: employment, promotion, demotion, transfer, recruitment efforts, lay-off, termination, and rate of pay or other compensation. In the event of Contractor's noncompliance with the foregoing, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be deemed ineligible for further Borough contracts.

#### **4.7 Alterations to Scope of Work.**

Any alterations or modifications of the work to be performed under this Contract shall be made only by written agreement between authorized representatives of the Contractor and the Borough, and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless permitted in writing.

#### **4.8 Subcontracts.**

Absent written approval of the Borough, the Contractor shall not subcontract work under the Contract. Any Subcontractor approved by the Borough shall be bound by all conditions of the Contract between Contractor and the Borough. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders and directives will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

#### **4.9 Permits, Licenses and Taxes.**

The Contractor shall, at its expense, pay all fees and procure and maintain all licenses and permits necessary to conduct the work required under the Contract.

#### **4.10 Observance of Laws, Ordinances, Rules and Regulations.**

At all times during the term of this Contract, the Contractor shall observe and abide by all Federal, State and Local laws, ordinances, rules and regulations which bear in any way on its business and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall fully comply with any and all State and/or Federal laws, rules, and regulations as they relate to hiring, wages and conditions of employment.

### **SECTION 5 – THE CONTRACT**

#### **5.1 Generally.**

The Contract resulting from the award of this RFP will be governed by the terms and conditions set forth in the Proposed Form of Contract and General Conditions at Attachment A hereto, and incorporated herein by reference. In their Proposal, Bidders must state any and all objections to any part of RFP or Proposed Form of Contract and General Conditions, and the reasons therefor.

#### **5.2 Execution of Contract.**

Written notice to the Successful Bidder shall be accompanied by not less than three (3) unsigned counterparts to the Contract, and all other contract documents. Within seven (7) days, the Successful Bidder shall fully execute and return the same to the Borough. Within ten (10) days from the date of notice of the award, the Successful Bidder shall furnish the required Performance Bond and proper evidence of insurance coverage as required under the Contract.

#### **5.3 Content of Contract.**

The Contract will incorporate this RFP, the Bidder's Proposal, and any additional terms or conditions deemed necessary by the Borough as a result of any negotiations.

#### **5.4 Tax-Exempt Status.**

The Borough is tax-exempt and shall be billed accordingly.

## **5.5 Early Termination of Contract.**

The Borough shall have the right to terminate the contract or a portion thereof prior to the end of the term if:

1. The Contractor is not complying with the specifications of the Contract;
2. The Borough becomes aware of circumstances making it in the public interest to void the Contract;
3. The Contractor refuses, neglects, or fails to supply the work required under the Contract;
4. The Contractor refuses to proceed with work when and as directed by the Borough;
5. The Contractor abandons the work.