

CONTRACT AND SPECIFICATIONS

AUGUST 19, 2020

SCHEDULES AND REGULATIONS FOR THE COLLECTION OF RECYCLABLE MATERIALS AND HOUSEHOLD SOLID WASTE IN THE BOROUGH OF FOREST CITY, SUSQUEHANNA COUNTY, PENNSYLVANIA.

The following schedules and regulations shall apply to the collection of municipal recycling and household solid waste in the Borough of Forest City, Susquehanna County, Pennsylvania.

Intending to be legally bound hereby, and in consideration of each other's promises, herein stated Collector and the Borough of Forest City, mutually agree as follows:

SECTION I: DEFINITIONS

The following words when used herein shall be interpreted to the following meanings:

1. **COLLECTOR:** means the person agreeing to collect municipal recycling and household solid waste.
2. **HOUSEHOLD SOLID WASTE:** shall include, but not necessarily be limited to, animal and vegetable waste resulting from handling, preparation, cooking, and consumption of household food. HOUSEHOLD SOLID WASTE could also include grass, leaves, shrub, tree branches which must be placed in approved containers. HOUSEHOLD SOLID WASTE does not include industrial waste, dead animals, abandoned large machinery or vehicle parts, or other waste materials that are not commonly produced in residences.
3. **RECYCLABLE MATERIAL:** shall mean any items duly accepted at a state recognized recycling facility. Specifically corrugated cardboard, newsprint, magazines, and comingled glass, aluminum, tin and plastic.
4. **BULK ITEMS:** any large or small household items such as appliances (white goods), washers, dryers, water heaters, furniture, mattresses, and water heaters. **BULK ITEMS do not include refrigerators, freezers, air conditioners, dehumidifiers, or electronic devices such as televisions, compact disc players, computers, display units, printers, fax machines, keyboards, etc.**
5. **35, 65, or 95 GALLON CONTAINER(s)**-resident's choice: a plastic, metal or equivalent container with a lid that is provided by the collector and compatible with collection methods. One (1) for solid waste, and one (1) for recyclable materials per residential unit.

6. **HOLIDAYS:** shall include but not necessarily be limited to; Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas and other holidays as agreed upon by the Collector and the Borough of Forest City.
7. **RESIDENTIAL UNIT:** shall mean any house, dwelling, apartment, or stationary mobile home. A multi-family dwelling or apartment complex shall be recognized as one residential unit per apartment.
8. **BOROUGH:** shall mean the Borough of Forest City, Susquehanna County, Pennsylvania
9. **COUNCIL:** shall mean the Borough Council of the Borough of Forest City.

SECTION II: BIDS

Bids will be accepted by the Borough Council of the Borough of Forest City in the following categories:

1. Collection cost for two (2) containers, one (1) solid waste and one (1) recyclable materials, and one (1) bulk item per week, complying with the provisions of paragraphs 2, 3, 4, and 5, Section I: Definitions.
2. Collector agrees to have system in place for residents who have items for disposal in addition to the amount contracted for by the Borough at the resident's expense.
3. Bids will be accepted for a three (3) or five (5) year Contract.
4. A certified check or bank draft, payable to the Borough of Forest City, or a satisfactory bid bond executed by the bidder and an acceptable surety, in an amount equal to ten percent (10%) of the total bids shall be submitted with each bid.
5. Each bid must be accompanied by a signed Consent of Surety from an approved surety company that is licensed to conduct business in Pennsylvania. The Consent of Surety shall state that the surety company agrees to furnish the required performance bond should the bidder be awarded the contract.
6. The successful bidder will be required to furnish a performance bond in an amount equal to 100% of the full term of the contract. Said bond can be reduced to cover the full amount of the remaining years of the contract awarded as each year is completed.

SECTION III: INSTRUCTIONS AND SCHEDULES:

1. Collector shall pick up household solid waste generated by residential units one day each week between the hours of 6:00 AM and 5:00 PM.
2. Collector shall pick up recyclable materials one day each week between the hours of 6:00 A.M. and 5:00 P.M.
3. Collector shall pick up one bulk item each week as described in Section 1, Item 4.
4. Collector must agree to properly dispose of recyclable materials at a state recognized recycling facility.

5. Collector shall notify the Borough of any temporary changes in schedule in advance of such changes.
6. This schedule shall continue in effect until such time, if any, that the Borough Council of the Borough of Forest City shall inform the Collector of any change or modification thereafter to be followed by Collector, or any schedule subsequently modified by it. Collector shall make such changes therein, as Council in its sole discretion deems advisable.
7. Collector agrees not to discriminate between employees as provided in 53 P.S. 46321, which is incorporated herein by reference.
8. Collector agrees to accept the provisions of the Worker's Compensation Act of 1915 and its supplements and amendments thereto, shall insure his liabilities there under, or file with the Borough Secretary a sworn affidavit of certified certificate of exemption, which shall be submitted at the time of execution of the contract.
9. Collector agrees to carry public liability and property damage insurance covering vehicles, employees, and collectors used or employed under contract with a reliable insurance company for the following amounts.
 - a. Personal Injury: Five Hundred Thousand (\$500,000.00) dollars per person, One Million (\$1,000,000.00) dollars per occurrence.
 - b. Property damage: One Million (\$1,000,000.00) dollars combined limit. The Borough of Forest City is to be named as an additional insured on the Certificate of Insurance and shall be delivered to the Borough Secretary within ten days of award of contract.
10. Collector shall obtain any required collection permits from Susquehanna County and abide by any and all county rules and regulations applied therein, including any county laws providing for recycling services.

SECTION IV: PAYMENT AND MANAGEMENT SYSTEMS

Should collector fail to perform to the satisfaction of the Borough Council, the Borough retains the right to terminate the contract by resolution requiring a majority vote of the Council. In the event that the Borough Council terminates the contract there shall be no obligation of the Borough to make payments to the Collector in respect to that period following the last working day of collection. If the collector fails to honor the provisions of the Contract with the Borough without just cause, said Collector shall pay the Borough of Forest City \$200.00 per day, as liquidated damages for every day the household solid waste or recyclable materials are uncollected.

SECTION V: NON-ASSIGNABILITY

Contractor shall not assign or transfer its rights or duties under the contract without prior written approval of the Borough of Forest City. Should the contractor request approval of such, the Borough may request such information as it deems necessary to properly evaluate the assignee's ability to fulfill and comply with the terms of the contract. The Borough may at its discretion request a performance bond above and beyond any bond already posted and may request information pertaining to the company, organization, ownership, employees, financial records, references, etc.

SECTION VI: RIGHT TO REJECT

The Borough of Forest City retains the right to choose the extent in years, of the contract, the Borough further reserves the right to reject any/or all bids or portion thereof.

CONTRACT IN EFFECT _____ FOR A PERIOD OF _____.
TERMINATING _____.

Nicholas H. Cost, President
Forest City Borough

ATTEST:

Sharon M. Vannan, Secretary/Treasurer
Forest City Borough

Contractor

ATTEST:

Witness

**HOUSEHOLD SOLID WASTE & RECYCLABLE MATERIALS PROPOSAL
BOROUGH OF FOREST CITY**

- (1) In compliance with your invitation for bids dated September 19, 2020 and subject to the conditions thereof, the _____ (here-in after called the Bidder) doing business as _____ of the State of _____ hereby proposes to provide collection and disposal of household solid waste and recyclable materials as required by the documents at the total bid price shown on the bid schedule.
- (2) The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for same Recyclable Materials Contract, and that this is made in pursuance of and subject to all terms and conditions of the detailed specifications, all of which have been examined by the undersigned.

Bidders EIN

Bidder

By _____

Title of Signatory

Business Address

BID FORM – Bidder MUST provide pricing for each option based on 763 residences in the Borough.

Bidder Name:			
Three-year Contract	1 CONTAINER SOLID WASTE WEEKLY	1 CONTAINER RECYCLING WEEKLY	1 BULK ITEM WEEKLY
2021			
2022			
2023			
TOTAL			

Bidder Name:			
Five-year Contract	1 CONTAINER SOLID WASTE WEEKLY	1 CONTAINER RECYCLING WEEKLY	1 BULK ITEM WEEKLY
2021			
2022			
2023			
2024			
2025			
TOTAL			