

2022

BIDDING DOCUMENTS

**FOR COLLECTION OF MUNICIPAL WASTE
AND RECYCLING**

**BOROUGH OF TATAMY
423 BROAD STREET
PO BOX 218
TATAMY, PENNSYLVANIA 18085**

NOTICE TO BIDDERS

TATAMY BOROUGH DESIRES TO ENTER INTO A CONTRACT PROVIDING LABOR AND EQUIPMENT FOR PICK UP, TRANSPORTATION, DISPOSAL AND RECYCLING OF MUNICIPAL SOLID WASTE GENERATED FROM APPROXIMATELY 490 RESIDENTIAL UNITS WITHIN THE BOROUGH OF TATAMY.

SEALED BIDS WILL BE RECEIVED BY THE BOROUGH OF TATAMY, NORTHAMPTON COUNTY, PENNSYLVANIA, UNTIL 2:00 P.M. LOCAL TIME, ON TUESDAY OCTOBER 19, 2021, AT THE TATAMY BOROUGH MUNICIPAL BUILDING, 423 BROAD STREET, TATAMY, PENNSYLVANIA, 18085, TELEPHONE (610) 252-7123. ALL BIDS WILL BE PUBLICLY OPENED AND READ ALOUD ON THE SAME DATE AT THE SAME PLACE AT 2:15 P.M.

THE SUCCESSFUL BIDDER WILL BE ANNOUNCED AND THE BID WILL BE FORMERLY AWARDED AT THE REGULARLY SCHEDULED MEETING OF THE TATAMY BOROUGH COUNCIL SCHEDULED FOR MONDAY, NOVEMBER 1, 2021 AT 7:30PM

INFORMATION PACKETS ARE AVAILABLE FOR PROSPECTIVE BIDDERS FROM DEANNE WERKHEISER, BOROUGH SECRETARY, 423 BROAD STREET, TATAMY, PENNSYLVANIA, 18085. DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE AT WWW.TATAMYPA.COM ALL BIDS SHALL BE TENDERED ON FORMS PROVIDED BY THE BOROUGH IN A SEALED ENVELOPE BEARING THE BIDDER'S NAME AND LOCAL ADDRESS AND SHALL BE MARKED "PROPOSAL FOR COLLECTION OF MUNICIPAL WASTE AND RECYCLING FOR THE BOROUGH OF TATAMY."

EACH PROPOSAL MUST BE ACCOMPANIED BY EITHER A CASHIER'S CHECK OR BID BOND, PAYABLE TO THE BOROUGH OF TATAMY, IN THE AMOUNT OF TEN PERCENT (10%) OF THE BID AMOUNT. SAID AMOUNT SHALL GUARANTEE THAT IN THE EVENT THE CONTRACT IS AWARDED TO THE BIDDER, SUCH PARTY WILL EXECUTE THE CONTRACT IN GOOD FAITH. CHECKS OR BONDS WILL BE RETURNED TO ALL BIDDERS WITHIN TEN (10) DAYS AFTER THE CONTRACT IS EXECUTED. ALL BONDS MUST BE EXECUTED BY SURETIES WHO ARE LICENSED TO CONTRACT BUSINESS IN THE COMMONWEALTH OF PENNSYLVANIA AND WHO MAINTAIN AN OFFICE IN THE COMMONWEALTH OF PENNSYLVANIA, AND MUST BE ACCOMPANIED BY A CERTIFIED, EFFECTIVELY DATED COPY OF THE AUTHORITY TO ACT.

THE BOROUGH RESERVES THE RIGHT TO WAIVE ANY INFORMALITY IN ANY BID, AND TO REJECT ANY OR ALL BIDS, OR TO AWARD ANY CONTRACT AS DEEMED TO BE IN THE BOROUGH'S BEST INTEREST. FOLLOWING THE OPENING OF BIDS, NO BID MAY BE WITHDRAWN FOR A PERIOD OF FORTY-FIVE (45) DAYS.

PETER C. LAYMAN, ESQUIRE
SOLICITOR FOR TATAMY BOROUGH
134 BROADWAY
BANGOR, PA 18013

BIDDING DOCUMENTS FOR BIDDERS
FOR COLLECTION OF MUNICIPAL WASTE AND RECYCLING
BOROUGH OF TATAMY

A COMPLETE BID MUST INCLUDE ALL OF THE ITEMS LISTED BELOW. ANY BIDDER NOT COMPLYING WITH THIS LIST SHALL BE DEEMED NON-CONFORMING AT THE OPTION OF THE BOROUGH AND THE BID MAY BE REJECTED.

1. Sealed envelope bearing the Bidder's name and local address and shall be marked "Proposal for Collection of Municipal Waste and Recycling for the Borough of Tatamy."
2. A Cashier's Check or Bid Bond, payable to the Borough of Tatamy, in the amount of ten percent (10%) of the total bid amount. Said amount shall guarantee that in the event the contract is awarded to the Bidder, such party will execute the contract in good faith.
3. All bonds must be executed by sureties who are licensed to contract business in the Commonwealth of Pennsylvania. In addition, they must (1) Maintain an office in the Commonwealth of Pennsylvania; and (2) Must be accompanied by a certified, effectively dated copy of the authority to act. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
4. The proposal form prepared and signed by the Bidder on the form attached hereto as Exhibit A1 and A2. All blank spaces in each proposal form together with all other documents must be completed in ink or typewritten. The proposal must be properly signed in ink, and the address of the Bidder given.
5. The Bidder shall confirm its legal status, whether corporation, partnership, individual or other. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. If the Bidder is a corporation, it shall include an attestation signed by its secretary that the person signing the bid is duly authorized by the corporation. A partnership shall give full names and addresses of all partners and shall be signed by all partners. Limited liability companies shall list the names and addresses of all its members and shall be signed by all its members unless the limited liability company is organized with a managing member in which case it shall include a notarized statement to that effect and list the name of the managing member and the authority of the managing member to act on behalf of the limited liability company. Individual Bidders will be required to state the names of all persons interested therein. If the Bidder is a joint venture consisting of a combination of any or all the above entities, each member of the joint venture shall execute the proposal. Anyone signing a proposal as an agent of another, or others must submit with Bidder's proposal legal evidence of Bidder's authority to do so.
6. The Bidder will be required to furnish the following information certified by an authorized official on behalf of the Bidder: the experience of contractor in the field of municipal waste collection, transportation and disposal, and recycling. This shall include an identification of the municipal entity served. Bidder shall also supply the name, address and, if possible, the telephone number for an official with information concerning contractor's performance.

7. Evidence in the form of Certificate of Good Standing issued by the Secretary of State of the Commonwealth of Pennsylvania dated within 180 days that the Bidder is in good standing with the Commonwealth of Pennsylvania, and, in the case of a corporation organized under the laws of any other state, evidence that the Bidder is licensed or registered to do business in the Commonwealth of Pennsylvania. A copy of the Bidder's by-laws, filing statement, articles of incorporation is not a substitute for a Certificate of Good Standing.
8. One set of general plans setting forth the equipment and methods proposed for collecting, receiving, transporting, conveying, handling, treating, and disposing of garbage, refuse, ashes, rubbish, and ruffraff.
9. Bidder shall identify the methods, size and location of the disposal area or areas, apparatus and equipment for elimination and control of nuisances that may arise during the process of collection, treatment or disposal of material shall be shown, specified and described in sufficient detail to enable the Borough Council to judge their adequacy, as it is an essential requirement of this contract that neither objectionable odors, noxious gases, nor putrescent liquids shall escape during or after the process of collection, treatment or disposal.
10. The Contractor must identify the ultimate disposal or recycling site for all Borough waste generated over the term of the contract.
11. The Bidder shall include a fully completed Bid Insurance Certificate. Exhibit B
12. The Bidder shall include a completed Non-Collusion Affidavit. Exhibit C.
13. The Bidder shall include a completed Questionnaire. Exhibit D
14. The Bidder shall include a completed Non-Collusion Affidavit of Prime Bidder. Exhibit E.

BOROUGH OF TATAMY
NORTHAMPTON COUNTY

INSTRUCTIONS TO BIDDERS

1. Proposals Submitted:

Sealed bids will be received by the Borough of Tatamy, Northampton County, Pennsylvania, until 2:00 p.m. local time, on Tuesday, October 19, 2021 at the Tatamy Borough Municipal Building, 423 Broad Street, Tatamy, Pennsylvania, 18085, telephone 610- 252-7123. All bids will be publicly opened and read aloud on the same date at the same place at 2:15PM. The successful Bidder will be announced, and the Bid will be formerly awarded at the regularly scheduled meeting of the Tatamy Borough Council scheduled for Monday, November 1, 2021 at 7:30PM.

2. Preparation of the Proposal:

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

If a price or sum already entered by the Bidder on the Proposal Form is to be altered, it shall be crossed out in ink and the new price or sum entered above or below it, and initialed by the Bidder in ink.

Each proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, their local address, and plainly marked "PROPOSAL FOR COLLECTION OF MUNICIPAL WASTE AND RECYCLING FOR THE BOROUGH OF TATAMY". If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified in the Proposal. Tatamy Borough reserves the right to waive any informalities or reject all Proposals.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered.

Bids are solicited for five years for the collection, transportation, disposal, and marketing of municipal solid waste/recycling within the Borough of Tatamy as described below and listed on Bid Form. The work is to be performed over a five-year period beginning January 1, 2022 and ending five years hence. Bidders may only submit bids on the entire contract.

All contract terms include weekly collection (on a regular schedule) of municipal waste from all residential establishments and churches in the Borough, and from certain public facilities described in Section 3.02 of the General Conditions.

The Contractor shall also provide bulk waste collection from each eligible residential customer on a once-per-week basis. Bulk waste shall include riffraff and white goods, waste materials too large for collection in ordinary containers, such as discarded furniture, stoves,

pipes, refrigerators, tanks, and the like. In addition to bulk waste, construction debris limited to one container or bundle cut into three-foot lengths and weighing less than 50 lbs. each shall also be collected on these days.

All municipal solid waste shall be disposed of in accordance with the waste flow control requirements enacted pursuant to the Northampton County Solid Waste Management Plan. The Contractor must notify the Borough in writing of the disposal site utilized hereunder prior to the use thereof.

The scope of work shall also include the weekly collection of all recyclables designated by the Borough from all eligible residences and municipal facilities on the same day as municipal solid waste collection service. Proposals are being received for curbside collection of both refuse and recyclables, as an integrated bid. No separation of bids for refuse and recyclables shall be permitted. Proposals are for "Single Stream" recycling. All recyclables shall be collected curbside in containers approved by the Borough. The designated recyclables to be collected by the Contractor pursuant to this bid invitation shall include paper, cardboard, newsprint, magazines, aluminum and steel cans, clear and colored glass containers, designated plastic containers, polycoated cartons (milk cartons and drink boxes), and empty aerosol cans. Each unit serviced under this contract shall have its recyclables collected from the curbside on the same day of the week as its trash collection.

Tatamy Borough has issued this bid invitation to obtain a Contractor to take full responsibility for collection and disposal of municipal solid waste and recyclables from residences and certain public facilities. All work pursuant to this bid invitation shall comply with Borough, County, State and Federal law. The work pursuant to this bid invitation will meet these obligations. The Contractor to be selected pursuant to this bid invitation will not have any obligation(s) with respect to institutional and commercial establishments, except as specified herein.

3. Proposal Security:

Each Proposal must be accompanied by a Bid Bond, or Cashier's Check of the Bidder, drawn on a national bank and payable to the Borough in an amount equal to ten (10%) percent of the highest amount bid, as a guarantee on the part of the Bidder that Bidder will, if called upon to do so, will accept and enter into a contract on such form as may mutually be agreed upon by the Borough and the selected Bidder, to perform the work covered by such Proposal at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Proposed securities will be returned within ten (10) days after the Borough and the selected Bidder have executed the contract. If no Bidder's Proposal has been selected within ninety (90) days after the date of the opening of Proposals, all checks and bonds shall be returned.

4. Intent of Bid:

It is the intent of the Borough of Tatamy, Northampton County, that the successful Bidder shall be the only licensed hauler of municipal waste and recyclables in the Borough and use of the Contractor's services shall be mandatory for all residents in the Borough of Tatamy. For periodic or extraordinary accumulation of municipal waste, however, the said residents shall be permitted to haul the accumulation in their own vehicles to an approved landfill site, subject to fees established by the disposal site operator, and providing they comply with health and other applicable governing regulations and restrictions.

5. Liquidated Damages for Failure to Enter in the Contract:

The contract shall be deemed as having been awarded when formal notice of award shall have been delivered in person by the Borough or mailed by the Borough to the Bidder by certified mail, return receipt requested.

The Bidder to whom the contract shall have been awarded will be required to execute three (3) copies of the contract to be prepared by the Borough. In case of Bidder's refusal or failure to do so within ten (10) days after Bidder's receipt of formal notice of award, Bidder will be considered to have abandoned all of Bidder's rights and interests in the award, and Bidder's proposal security may be declared forfeited to the Borough as liquidated damages and the award may then be made to the next lowest responsive Bidder or the work re-advertised for Proposals as the Borough may elect.

6. Security for Faithful Performance:

The successful Bidder shall, within ten (10) days after notification of award, enter into written contract with the Borough and shall also give it a Performance Bond with an approved surety company authorized to do business in the Commonwealth of Pennsylvania and with an office located in the Commonwealth of Pennsylvania in the amount of fifty (50%) percent of the contract price conditioned that Bidder shall comply in all respects with the terms and conditions of the contract and Bidder's obligation thereunder, including the specifications, and shall indemnify and save harmless the Borough of Tatamy, from all cost, expense, damage, injury or loss to which the Borough may be subjected by reason, in whole or in part, of any wrongdoing, misconduct, want of care, skill, negligence, or default upon the part of the Contractor, Contractor's agents or employees in or about the execution or performance of the contract, including said specifications. Bond to be approved by the Borough Solicitor.

7. Power of Attorney:

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

8. Scope of Work:

The work under this contract shall consist of the items contained in the Proposals, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

9. Conditions:

Each Bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the General Conditions. Bidders shall and are hereby directed to inspect the entire municipality to investigate all circumstances affecting the cost and nature of the work and shall assume all risk in connection therewith.

The municipal waste of residential customers within the jurisdictional limits of the Borough shall be collected and transported by the Contractor for either recycling or disposal at a

disposal site approved by the Borough of Tatamy. Provisions related to recycling are contained in the General Conditions. The prospective Bidder should contact the County of Northampton to obtain current information on the County's disposal arrangements.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, or to become acquainted with conditions existing, shall in no way relieve Bidder of any obligations with respect to the contract. The Borough shall make all such documents available to the Bidders.

The Bidder shall make a determination as to the conditions and shall assume all risk and responsibility to complete the work regardless of the conditions Bidder may encounter or create, without extra cost to the Borough.

10. Addenda and Explanations:

Contractor's performance is subject to all applicable federal and state laws, municipal ordinances and rules and regulations of all authorities having jurisdiction. Bidders shall become thoroughly familiar with all applicable laws, ordinances, rules, and regulations prior to submitting a bid.

Any request for clarification of the bidding documents shall be submitted to the Borough in writing. If the Borough determines that it is necessary to clarify, amend or modify the terms of the bidding documents, the Borough shall have the right to do so by preparation of an Addendum, a copy of which shall be forwarded to each Bidder.

Every request for such explanation shall be in writing addressed to the Borough. Any verbal statements regarding the same by any Borough official or employee, prior to the award, shall not be authoritative and shall not be binding.

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

All inquiries shall be submitted no less than seven (7) days prior to the date fixed for the submission of the Proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Bidders (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

11. Name, Address, and Legal Status of the Proponent:

The Proposal must be properly signed in ink and the address of the proponent given. The legal status of the Proponent, whether corporation, partnership, individual or other, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership shall give full names and addresses of all partners. Partnership, Limited Liability Companies, and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after Bidder's signature.

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

Anyone signing a Proposal as an agent of another or others must submit with Bidder's Proposal legal evidence of Bidder's authority to do so.

12. Competency of the Bidder:

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

B. The Borough will require submission with the Proposal of supporting documentation regarding the qualification of the Bidder in order to determine whether the Bidder is a qualified, responsible Bidder. The Bidder will be required to furnish the following information certified by an authorized official on behalf of the Bidder:

(1) The experience of Contractor in the field of municipal waste collection, transportation and disposal, and recycling. This shall include an identification of the geographic area served. Bidder shall also supply the name, address and, if possible, the telephone number for an official with information concerning Contractor's performance.

(2) Evidence that the Bidder is in good standing with the Commonwealth of Pennsylvania, and, in the case of a corporation organized under the laws of any other state, evidence that the Bidder is licensed or registered to do business in the Commonwealth of Pennsylvania.

(3) One set of general plans and specifications setting forth the equipment and methods proposed for collecting, receiving, transporting, conveying, handling, treating, and disposing of garbage, refuse, ashes, rubbish, and ruffraff. In particular, Contractor shall identify the methods, size and location of the disposal area or areas, apparatus and equipment for elimination and control of nuisances that may arise during the process of collection, treatment or disposal of material shall be shown, specified and described in sufficient detail to enable the Borough Council to judge their adequacy, as it is an essential requirement of this contract that neither objectionable odors, noxious gases,

nor putrescent liquids shall escape during or after the process of collection, treatment or disposal.

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

13. Disqualifications of Bidders:

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of Bidder's Proposal:

(1) Evidence of collusion among Bidders.

(2) Lack of competence as revealed by either financial statements, experience or equipment statements submitted, or other sources.

(3) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.

(4) Default on a previous municipal contract.

14. Basis of the Proposal:

Proposals with respect to refuse collection and disposal or recycling are solicited on the basis of rates for said work. After reviewing the bids submitted, the Borough will decide in its sole discretion which bid it prefers. Unless the Borough decides to reject all bids, the contract will be awarded to the lowest responsible Bidder.

15. Method of Award:

The Borough reserves the right to accept any Proposal or to reject any or all Proposals and waive informalities or irregularities in any Proposal. The Borough intends that the contract shall be awarded within forty-five (45) days following the date that Proposals are publicly opened and read.

BOROUGH OF TATAMY

GENERAL CONDITIONS

1.00 Definitions

Borough: The Borough of Tatamy, located in Northampton County, Pennsylvania.

Bulk Waste: Also termed riffraff and includes items such as stoves, refrigerators, furniture, mattresses, storm sashes, screens, carpets, and other household articles which are not designated as recyclables.

Commercial Establishment: Any establishment engaged in a non-manufacturing or non-processing business including, but not limited to, farms, stores, markets, restaurants, shopping centers.

Contract Documents: The Notice to Bidders, Instructions to Bidders, General Conditions, Contractor's Proposals, Bid Security, Disposal Certificate, Insurance Certificate, Performance Bond, the Contract, any Addenda, and any changes to the foregoing documents agreed to by the Borough and the Contractor.

Contractor: The entity or organization executing the Contract with the Borough of Tatamy for pick-up, transportation, and disposal and/or recycling of municipal solid waste.

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

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

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

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

Leaf Waste: Leaves.

Municipality: Borough of Tatamy, located in Northampton County, Pennsylvania.

Municipal Waste: Any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semisolid or contained gaseous material resulting from the operation of residential, municipal, commercial, industrial or institutional establishments and from community activities, and any sludge not meeting the definition of residual or institutional waste supply treatment plant, wastewater treatment plant or air pollution control facility (Pennsylvania Solid Waste Management Act 97, Sect. 103). Notwithstanding anything to the contrary contained herein, municipal waste shall not include automobile tires and yard waste.

Paper: All types of paper made from wood pulp and/or other fibrous materials mixed together, either with or without chemicals to produce thin sheets of the products customarily and primarily used to produce newsprint and includes magazines and cardboard.

Plastics: All plastic, polyurethane, polyvinyl chloride or similar products, by-products, materials, or similar substances capable of being recycled.

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

Refuse: Means the collective term applying to all garbage, rubbish, recyclable waste, ashes, ruffraff (waste materials too large for collection in ordinary containers such as discarded furniture and white goods) but not including sewage and industrial wastes, dangerous materials or substances such as poisons, explosives and hazardous waste, from residential, municipal, commercial, industrial or institutional premises and construction and demolition refuse, leaves and grass trimmings, vehicle tires.

Residential Customer: Any person generating municipal waste from a Residential Establishment located within the Borough of Tatamy.

Residential Establishment: Any premises in the Borough of Tatamy utilized primarily as a residential dwelling unit.

Single Stream. Single Stream (also known as “fully commingled”) recycling refers to a system in which all paper fibers and containers are mixed together in a collection truck, instead of being sorted into separate commodities (newspaper, cardboard, glass, etc.).

Transportation: The off-site delivery of any Municipal Waste generated at any time from the Borough.

White Goods: Appliances including, but not limited to, stoves, refrigerators, washing machines, dishwashers, hot water tanks, clothes dryers which are primarily constructed of metal, and which are typically found in residences.

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

2.00 Scope of Work

2.01 General

The work under all Options of this contract shall consist of the items contained in the proposal, including all the supervision, materials, equipment, labor, and other items necessary to complete said work in accordance with the Contract Documents. The contract requires the collection, transportation, and disposal and/or recycling of Municipal Waste from all Residential Establishments, municipal facilities, and churches in the Borough. The Contractor is not required to provide for the collection, transportation or disposal of Dead Animals, Hazardous Waste, Medical Waste or Toxic Waste.

3.00 Contractor Operations

3.01 Residential Services

The Contractor shall provide residential curbside collection of Municipal Waste one (1) time per week, year-round for each residential establishment and churches in the Borough. The collection of bulk waste items shall be collected on a weekly basis with regular waste collection. In addition, the Contractor shall provide curbside collection of recyclables one (1) time per week, year-round.

3.02 Borough Services

For all bid options the Contractor shall provide the following municipal waste collection services at no additional cost:

Proposals shall include collection for all residential customers, i.e. properties consisting of six (6) or fewer dwelling units. Additionally, a six (6) cubic yard container shall be provided for the Borough at no additional cost at a location to be designated by the Borough.

All commercial units and residential properties with more than six (6) dwelling units are excluded from this proposal.

3.03 Storage of Municipal Waste

All municipal waste accumulated by the owners or occupants of each residential property or establishment shall be placed in containers for collection. Containers shall be located so as to be accessible to the collector at ground level and at a point of the curb line of the street or within ten (10) feet of the public street or alley curb line from which collection is to be made.

4.00 Collection Operation

4.01 Notification of Schedule and Schedule Modification

(a) The Contractor, before beginning the collection required under the contract, shall determine with the approval of the Borough, upon what days of the week said collections shall be made. Before commencing work under said contract, the Contractor shall give notice to all residents by newspaper or otherwise, the days of the week said collections will be made. The standard collection day shall be a weekday from Monday through Friday, provided that the collection day may be scheduled for a Saturday when there is a holiday on the standard collection day or where, due to weather conditions, it is not reasonably possible to collect on the standard collection day.

(b) The Contractor has the right to establish those holidays on which regular collection will not be scheduled. Contractor is required to give timely notice to the Borough and to all Residential Customers of any changes to the collection schedule resulting from holidays.

(c) Changes in the scheduled days of collection for all or parts of the Borough shall only be made with the approval of the Borough Secretary or her designee. Contractor shall give timely notice to all Residential Customers of any such changes.

4.02 Bulk Waste

Bulk waste, including white goods, shall be collected on regular collection days. Residents will be encouraged to call the Municipal Office when such items are to be left out. Construction debris consisting of one (1) container or bundle shall also be collected on regular collection days.

4.03 Complaints

All service complaints received by the Borough shall be referred to the Contractor for prompt and courteous attention.

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

(b) The Contractor shall maintain an office through which Contractor can be contacted by an authorized Borough representative. It should be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 4:30 P.M. on regular collection days.

(c) The Contractor shall be always available for communication with the proper Borough officials. Contractor shall provide Borough with a telephone

number where a responsible employee or Contractor is available during regular business hours.

(d) In the event that the Contractor fails to make a regularly scheduled collection without just cause, the Contractor shall be deemed in default and the Contractor will forfeit his performance bond. For purposes of this section, the missed collection will be defined as a substantial portion of the Borough not just one or several residences.

(e) The Contractor shall maintain a log of all complaints received from Borough residents. Such logs shall be available for inspection by the municipality.

(f) All trash cans destroyed by improper or careless handling by the Contractor shall be replaced by the Contractor at their expense.

4.04 Collection and Recycling Equipment

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

4.05 Default and Deductions for Violation of the Contract Termination:

(a) In the event the Contractor materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this contract, municipality shall notify the Contractor in writing of the nature of such default. Within fifteen (15) days following such notice:

(i) The Contractor shall correct the default; or

(ii) In the event of a default not capable of being corrected within fifteen (15) days of municipality's notification thereof, the Contractor is required to correct the default with due diligence.

(b) If the Contractor fails to correct the default as provided above, municipality, without further notice, shall have all of the following rights and remedies which municipality may exercise singly or in combination:

(i) The right to declare that this contract, together with all rights granted Contractor hereunder, are terminated, effective upon such dates as municipality shall designate; and

(ii) The right to license others to perform their services otherwise to be performed by Contractor, or to perform such services itself.

(c) If municipality shall fail or refuse to perform its respective obligation under this contract, and such failure or refusal is not corrected within fifteen (15) days after notice, then the Contractor, in addition to all remedies which Contractor may have against municipality by notice to municipality may terminate municipality's rights under this contract.

4.06 Liquidated Damages:

Inasmuch as damage and loss will be difficult or impossible to accurately assess, the Contractor shall pay to the Borough of Tatamy as liquidated damages and not as a penalty, in all cases where the Borough shall elect to accept such liquidated damage in lieu of actual damages, the following sums for the following acts:

(a) For failure to make any collection on any one recycling collection day, the Contractor shall pay the Borough of Tatamy \$300.00 for each day in which non-collection takes place plus the sum of \$250.00 per day for each vehicle hired or used by the Borough for the purpose of performing the collection service which Contractor has failed to perform and also the sum of \$85.00 per day for each person used or employed, including Borough employees, assigned to the performance of this service.

(b) For failure to make substantial collection of waste or recyclables on any one collection day, the Contractor shall pay to the Borough of Tatamy the sum of \$200.00 for each day in which the failure continues plus the sum of \$250.00 per day for each vehicle hired or used by the purpose of performing the collection service upon which the Contractor has failed to perform and also the sum of \$85.00 per day for each person used or employed, including Borough employees, assigned to the performance of this service.

(c) The Contractor shall be deemed to have failed to make substantial collection as hereinabove provided when he shall have failed to collect and remove at least seventy-five (75%) percent of the waste or recyclable material ordinarily and normally collected and removed on each collection day, but if the Contractor has collected eighty-five (85%) percent of waste or recyclables as aforesaid, it shall be deemed that he has made substantial collection and he shall not be subject to the damages herein provided, but shall pay such liquidated damages herein as may hereinafter be prescribed. For the purpose of this section, the Borough estimate of the percentage of waste or recyclables collected as aforesaid shall be binding and conclusive on the Contractor.

(d) For failure to collect the waste or recyclables in accordance with the contract and specifications herein of any person, company, corporation or other entity entitled to such collection or for failure to properly return containers to the curb, \$35.00 for each such failure.

(e) For failure to clean up immediately any spillage from the Contractor's vehicles, or resulting from the collection, carting or unloading of waste or recyclables, \$75.00 for each such failure.

(f) For using vehicles and-equipment which are not in good repair and which the Contractor has failed to repair or properly maintain for a period of 48 hours after receipt of written notice from the Borough of a directive to repair as required for the purpose of maintaining adequate and sanitary collection service and pursuant to the within specifications, the sum of \$150.00 per day for each vehicle or piece of equipment used in violation of the directive.

It shall be a condition of the contract that the question of deduction shall be decided by the Borough Secretary or other person designated by the Board, subject to an appeal to the Borough Council.

4.07 Hauling

The Contractor shall collect all waste and recyclables in a workmanlike manner, with all receptacles and containers being handled as carefully and quietly as possible, being returned (not thrown) to the location where they were picked up. The Contractor's employees shall act in a quiet, courteous manner. The Contractor shall, at his own cost and expense perform all labor and supply all necessary vehicles, tools, equipment, materials, and other facilities for the collection, removing, and disposing of the waste and recyclables in strict conformity with these specifications. Equipment shall be maintained-in good working order and operating condition and shall be kept reasonably clean, both for safety and sanitation. The Contractor shall collect recyclable materials in vehicles which are suitable for such collection dedicated for use in the performance of recycling collections and which bear permanent marking signs or decals identifying them as recycling collection vehicles.

The Contractor shall make arrangements to carry out the terms of this agreement notwithstanding unexpected occurrence such as unusual weather conditions, temporarily closed streets, etc.; and upon such occurrence, Contractor shall make appropriate arrangements to carry out the transactions contemplated by this contract. The provisions of this paragraph shall not require the Contractor to take any action which would endanger the health or safety of any person.

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

4.08 Disposal

All municipal waste collected for disposal by the Contractor shall be hauled to the disposal site or sites specified by the Borough or as approved by the County of Northampton, Pennsylvania. The charge for disposal shall be included in the rates set forth in the proposal by the Contractor.

The Contractor must produce evidence (by agreement running parallel with the contract) that the Contractor is permitted to use the designated site for all Borough waste generated over the term of the contract.

4.09 Point of Contact

All dealings, contracts, etc. between the Contractor and the Borough shall be directed by the Contractor to the Borough Secretary or other person designated by the Borough Council.

4.10 Change of Number of Customers

The Contract is currently calculated on 490 units within the Borough of Tatamy. If the number of units served by Contractor changes by more than 10%, either up or down, the parties shall equitably modify the Contract reflecting that change and the price in effect at that time.

5.00 Recycling Operation

5.01 Recycling

The Contractor shall provide curbside residential recycling collection, all requirements concerning hours of operation, storage, routes, holidays, complaints, collection equipment, hauling, and point of contact stipulated for municipal waste, unless otherwise expressly stated, apply with equal force to the collection of recyclables.

5.02 Collection

Collections of recyclables will be made weekly. In each collection district, the collection of recyclables shall fall on the same day as a regularly scheduled municipal waste collection.

5.03 Items to be Recycled

(a) The Contractor will collect the following recyclables:

1. Aluminum Cans
2. Bimetallic and steel cans
3. Clear glass - bottles only
4. Green and brown glass - bottles only
5. Plastics: PET and HDPE
6. Polycoated cartons (milk cartons/drink boxes)
7. Newsprint, including colored inserts
8. Magazines
9. Corrugated Cardboard boxes
10. Empty aerosol cans
11. Telephone books

(b) Changes to the list of recyclables may be made from time to time by the agreement between the Tatamy Borough Council and the Contractor.

5.04 Storage of Recyclables

(a) The Borough will obtain a suitable recycling container within which residents shall store recyclables until collection. The Borough will provide one (1) container per household. Any replacement containers will be at the expense of the property owner.

(b) The Contractor and the Borough shall mutually establish standards for the preparation and cleanliness of recyclables. The Contractor is not obligated to collect designated recyclables from containers which also contain more than an insignificant amount of non-designated recyclables or designated recyclables which are not prepared in accordance with Borough requirement. In each case where the Contractor does not collect designated materials from such a container, the Contractor shall notify the resident of the reasons by affixing or delivering a ticket, sticker, or other device which indicates non-compliance. The Contractor shall also provide a copy of each notice to the Borough.

5.05 Ownership of Recyclables

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

(b) The Contractor shall have the sole responsibility for marketing all recyclables collected and shall be entitled to all revenue generated thereby. Recyclables shall not be disposed of in any landfill, incinerator, or another disposal site.

5.06 Cooperative Efforts

(a) The Borough and the Contractor will work cooperatively to establish ongoing public education programs to encourage understanding and participation in the recycling program. To this end, the Contractor shall make available to the Borough, free of charge, any promotional material, pamphlets, or brochures.

(b) The Contractor shall cooperate with the Borough in formulating and implementing a notification system whereby residents who do not prepare recyclable materials in accordance with the contract and appropriate Borough Ordinances shall be notified by affixing or delivering a ticket, sticker, or other device which will indicate non-compliance.

6.00 Compliance

The Contractor shall conduct operations under this contract in compliance with all Federal, state and local laws and regulations now in effect.

7.00 Effective Date

The contract shall be effective upon the execution of the contract and performance of such contract shall begin January 1, 2022.

8.00 Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex (including pregnancy, sexual orientation, or gender identity), creed, color, age, disability, religion, - ancestry, or national origin.

9.00 Indemnity

The Contractor shall indemnify, save harmless, defend, and exempt the Borough, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this contract arising, in whole or in part, from any willful or negligent act or omission of the Contractor, or Contractor's agents, servants, and employees.

10.00 Licenses and Fees

The Contractor shall obtain all licenses and permits and promptly pay all fees required by the State, County and Local Government Agencies.

11.00 Term

This contract shall be for a period beginning upon the effective date of the contract and ending as designated by the Borough. The term of this contract shall automatically be extended for successive additional one (1) year terms unless either party notifies the other party in writing, not less than sixty (60) days prior to the expiration of the initial terms or of any successive one-year, term, of its intentions to terminate this contract. Any such written notice shall be served by Certified or Registered Mail, return receipt requested. All terms and conditions of this Contract shall remain in full force and effect, unmodified, during each such successive additional one-year term.

12.00 Insurance

The Contractor, prior to executing a contract with the Borough, shall provide evidence in the form of certificates of insurance acceptable to the Borough that the insurance specified below is in full force and effect. Each certificate of insurance shall, require that notice by

certified or registered mail be given to the Borough at least thirty (30) days prior to cancellation or material change in the policies.

For purpose of this contract, the Contractor shall maintain in full force and effect Worker's Compensation and Employer's Liability, Commercial General, Commercial Auto and Commercial Umbrella Liability Insurance. These types of insurance shall be carried in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
1) Worker's Compensation and Employer's Liability	Statutory \$100,000 Each Accident \$500,000 Disease- Policy Limit \$100,000 Disease-Each Employee
2) Commercial General Liability Personal Injury Personal Damage Liability Personal and Adv. Injury	\$1,000,000 Each Occurrence \$2,000,000 Products Aggregate \$2,000,000 General Aggregate \$100,000 Fire Damage \$10,000 Medical Expense \$1,000,000
3) Commercial Auto Liability Bodily Injury and Property Damage Liability	\$1,000,000 Per Accident
4) Commercial Umbrella Liability Excess of 1, 2, & 3 above	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

13.00 Bond

13. Performance Bond

(a) The Contractor will be required to furnish a Performance Bond as security for the performance of this contract. Said surety bond must be in effect for the term of the contract.

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

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

13.02 Power of Attorney

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

13.03 Alternative Security, Letter of Credit

(a) As an alternative to a Performance Bond, the Contractor may furnish the Borough with another form of security acceptable to the Borough Solicitor, including an Irrevocable Letter of Credit from a financial institution satisfactory to the Borough for the full value of the Contract.

(b) Cost of said Letter of Credit shall be paid by the Contractor. A certificate evidencing payment of said cost shall accompany the Letter of Credit when presented to the Borough.

14.00 Basis and Method of Payment

14.01 Collection and Disposal Rates

(a) For collection services required to be performed pursuant to the Contract, the charges shall not exceed the rates fixed by the Contract Documents.

(b) Solid waste collection charges provided by Section 14.01 (a) shall include all disposal costs.

(c) The Contractor and surety shall continue to be liable for any increase in costs above the contract price for the balance of this contract, and the Borough shall not be responsible for any increase of wages or other costs incurred by the Contractor.

(d) No claims for any extra work outside of the work herein specified shall be made by the Contractor unless an express written agreement shall be entered into in advance in which it shall specifically set forth the price and term of said additional work.

14.02 Discontinued Service to Residents

The Contractor shall discontinue municipal waste collection service to any residential establishment as set forth in written notice sent to it by the Borough. Upon further notification by the Borough. The Contractor shall resume solid waste collection for the next regularly scheduled collection day.

14.03 Contractor Billings to Borough for Service Rendered

The Contractor shall bill the Borough for service rendered within ten (10) days following the end of each quarter, and the bill shall be accompanied by the report forms described in Section 19.00 below. The Borough shall then make payment to the Contractor on or before the thirtieth (30th) day following the receipt of the bill and report forms, whichever date is later. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents.

15.00 Transferability of the Contract

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

16.00 Exclusive Rights

Subject to certain limitations set forth in the Contract Documents, the Contractor shall have the sole and exclusive franchise, license and privilege to provide municipal waste collection, removal, and disposal and recycling services for all residential customers within the corporate limits of the Borough. Commercial, industrial, and apartments with six (6) or more units are not included in this grant of franchise.

17.00 Strike Clause

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

18.00 Ownership

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

19.00 Reporting of Tons Collected

The Contractor shall submit to the Borough a detailed and documented quarterly report of the tonnage of waste collected in the Borough. The Contractor shall submit to the Borough a detailed and documented monthly report on the tonnage of all recyclable items collected. The form for these reports shall be as determined by the Borough. It is expressly agreed by and between Contractor and Borough that payments as required by Section 14.03 herein shall only be made by Borough to Contractor upon full and complete compliance with this paragraph.

20.00 Data for Borough's Annual DEP Performance Grant Application

The Contractor will provide written documentation of the tonnage of recyclables marketed on an annual basis in sufficient detail for the Borough to submit its performance grant application to DEP based on the tonnage recycled. This data includes, (1) the marketing date, (2) the weight receipt number, (3) the market's name, (4) the market's address, (5) the weight of material sold, and (6) the range and average price received per ton for each recyclable during the year.

CONTRACTOR'S PROPOSAL
FOR RESIDENTIAL AND OR RECYCLING
MUNICIPAL SOLID WASTE COLLECTION

BOROUGH OF TATAMY
NORTHAMPTON COUNTY
423 BROAD STREET
PO BOX 218
TATAMY, PA 18085

TO: TATAMY BOROUGH

FROM: _____
(an individual) (a partnership) (a Limited Liability Company) (a corporation) (a joint venture) duly existing under the laws of the State of _____.
(CROSS OUT NON-APPLICABLE WORDS)

The Undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Municipal Solid Waste Collection and or Recycling for the Borough of Tatamy, does hereby offer to perform such services on behalf of the Borough, of type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

Signature of Bidder

Title of Signatory

Name of Bidder

Address: _____

County where principal office is located:

Phone Number: _____

WASTE COLLECTION, SINGLE STREAM
REFUSE/RECYCLING, YARD WASTE BID PROPOSAL FORM
TATAMY BOROUGH - APPROXIMATELY 490 RESIDENCES

Municipal Waste Collection, once per week.

Bulk Waste Collection on regular weekly waste collection day.

Curbside Collection of Recyclables, on a Single Stream Basis once per week.

Freon appliances must be certified of deactivation before collection.

Five-Year Contract

Yearly Bids

First Year	_____
Second Year	_____
Third Year	_____
Fourth Year	_____
Fifth Year	_____
FIVE-YEAR TOTAL	_____

BID INSURANCE CERTIFICATE

In accordance with the General Conditions for Municipal Waste collection for the Borough of Tatamy, Northampton County, Pennsylvania, Bidder, _____, will, prior to executing a contract with the Borough, provide evidence in the form of certificates of insurance acceptable to the Borough that all types and limits of insurance specified in Section 12.00 of the General Conditions are in full force and effect.

Name of Bidder

By _____

Title of Signatory: _____

EXHIBIT B

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

I state that I am the _____ of _____,
(Title) (Name of my firm)
and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors,
and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) _____ is a corporation/limited liability
company/general partnership/ limited partnership/ sole proprietorships/ joint venture organized
under the state of _____ with a place of business
at _____

(2) The price(s) and amount of this bid have been arrived at independently and without
consultation, communication or agreement with any other Contractor, Bidder or potential
Bidder.

(3) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor
approximate amount of this bid, have been disclosed to any other firm or person who is a
Bidder or potential Bidder, and they will not be disclosed before bid opening.

(4) No attempt has been made or will be made to induce any firm or person to refrain from
bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally
high or noncompetitive bid or other form of complementary bid.

(5) The bid of my firm is made in good faith and not pursuant to any agreement or
discussion with, or inducement from, any firm or person to submit a complementary or other
noncompetitive bid.

(6) _____, its affiliates, subsidiaries, officers,
(Name of Firm)
directors and employees are not currently under investigation by any governmental agency
and have not in the last three years 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, except as follows:

I state that _____ understands and acknowledges that the above
(Name of Firm)
representations are material and important and will be relied on by the in awarding the
contract(s) for which this bid is submitted. I understand and my firm understands that any
misstatement in this affidavit is and shall be treated as fraudulent concealment from Borough of
Tatamy of the true facts relating to the submission of bids for this contract.

Name and Company Position

SWORN TO and subscribed
before me this _____ day
of _____ 2021.

Notary Public

EXHIBIT C

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73. P.S. Section 1611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

QUESTIONNAIRE

(IMPORTANT - EACH BIDDER MUST FULLY AND COMPLETELY FILL OUT AND ANSWER THIS QUESTIONNAIRE.)

1. Method to be used in disposing of the material:

2. Precise location of plant or disposal area or areas:

Approximate acreage: _____

Any improvements thereon as incinerator, landfill, etc.:

Whether owned or leased: _____

If leased, give name and address of lessor and term of lease:

3. Methods, apparatus, and equipment to be used for the elimination and control of nuisances that may arise during the process of collection, treatment and disposal of material: (Set forth in detail.)

4. Equipment proposed to be used for the collection material:

5. Will the hauler provide totes? If so, how many? Is there an additional cost?

6. Number of vehicles available for use in collection: _____

Description of vehicles:

Make/year/model	Body Type	Capacity	Storage Condition	Location
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

7. Experience in the collection and disposal of garbage, ashes, rubbish and bulk waste. How many years have you engaged in the business of collection and disposing of this material?

8. What municipality contracts, similar to this, have you had within the last ten (10) years?

Name of Municipality	Date of Contract	Term of Contract
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Have you ever defaulted in any contract held by you? If so, give details. _____

10. Are there any unsatisfied judgments entered against you? If so, give details. _____

11. Give name and address of surety company which has agreed to act as surety on your bond should the contract be awarded to you. _____

12. List below the names and addresses of surety companies which have heretofore bonded you on municipal contracts. _____

13. The Bidder, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five years 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 except;

14 General remarks: _____

The bidder hereby avers that the answers to this Questionnaire are true and correct, and further agrees that said answers shall be considered as an integral part of the attached proposal.

Date: _____

Company

By: _____

Title: _____

By: _____

Title: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
) ss.:
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

1. He is _____ of
(Owner, Partner, Officer, Representative, or Agent)
_____, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affidavit, 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 or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Borough of Tatamy, Pennsylvania, or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not obtained by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder, any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title

SWORN TO and subscribed
before me this _____ day of
_____, 2021.

Notary Public