CONTRACT DOCUMENTS
FOR
REBID
Solid Waste & Recycling Collection Service
January 1, 2020 – December 31, 2022
Contract No. 12-19

Owner: Borough of Carlisle
53 West South Street
Carlisle, PA 17013

Owner’s Representative: Mark Malarich, PE
(717) 240-6932
Email: mmalarich@carlislepa.org
NOTICE
The Borough Council of the Borough of Carlisle, Cumberland County, Pennsylvania, 53 West South Street, Carlisle, PA 17013, will accept sealed proposals until 1:30 p.m., prevailing time, November 12, 2019 for the following:

**Residential Solid Waste, Recycling Collection Service**

**for the Period**

**From January 1, 2020 through December 31, 2022**

All bid proposals shall be properly executed in ink without alterations and shall be complete. All bid proposals must be accompanied by a certified check or bid bond in the amount of $60,000 for the Residential Solid Waste, Recycling and One Bulk Item Per Week Collection service proposal, including Borough-owned street cans (Parts 5 & 5B); ten percent (10%) of the amount of the proposal for the Borough-Owned Facilities Solid Waste and Recycling Collection Service proposal (Part 6); or the greater amount if the proposer makes bids on more than one item collectively. Specifications and bid forms may be obtained at no cost from the offices of the Borough of Carlisle at the address above from 8:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. The successful bidder will be required to post a performance bond in the amount of one hundred percent (100%) of the bid price.

Bid Proposals will be opened at 1:30 p.m. on November 12, 2019 at the offices of the Borough of Carlisle. Unless all bids are rejected, the lowest responsible bidder may be selected at a public meeting of the Borough Council to be held November 14, 2019 at 7:00 p.m. at the offices of the Borough of Carlisle noted above. A Pre-Bid meeting will be held at the offices of the Borough of Carlisle on Thursday, October 31, 2019 at 1:30 p.m.

Borough Council reserves the right to reject any or all bids or parts thereof and to waive any defects or irregularities in the best interest of the Borough.

Borough of Carlisle
Susan Armstrong, Borough Manager
CONTRACT SPECIFICATIONS
PART 1

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. All proposals must furnish services, products and/or materials in strict compliance with those dimensions, quantities and other requirements as noted in the Specifications attached hereto. Under no circumstances will any services, products or materials be accepted that are different from or in substitution of or for those items and components described in the Specifications.

2. All bids shall be made upon the forms supplied by the Borough of Carlisle (the “Borough”) and mailed via U.S. Postal Service or recognized national courier service to Borough of Carlisle, 53 West South Street, Carlisle, PA 17013 or by hand delivered to the Office of the Borough Manager at the above address only between the hours of 8:00 a.m. and 4:00 p.m. weekdays. Sealed bids shall be received in the Office of the Borough Manager up to 1:30 p.m., prevailing time, November 12, 2019. The bid must be properly sealed in an envelope and clearly marked with “Bid: Solid Waste and Recycling Collection Service” on the envelope. The bid must include the complete set of Contract Documents with the completed, notarized non-collusion affidavit, completed Employer Verification Form (if applicable), completed questionnaire from Exhibit 4, bid security and Bid Proposal completed and containing original signatures.

3. All bids shall give the proposed price both in words and figures and shall be signed by the Bidder with full name and address. Where bidder is a partnership, the name and address of each partner shall be stated in full and, if a corporation, the state where incorporated.

4. The Borough Council of the Borough of Carlisle reserves the right to reject any and all bids, to accept or reject any part of a bid, to waive any informalities and minor irregularities in the bids and to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its terms.

5. Bids which contain erasures, alterations, conditional bids, omissions or irregularities may be rejected.

6. The successful bidder agrees, if selected, to furnish a performance bond, evidence of required insurance and furnish the executed Agreement within 10 days of notice of intention of award by the Borough of Carlisle. Performance bond shall be posted in the amount of 100% of the estimated value of the annual contract for 2020, based on an assumed annual sale of 204,000 bags if the BASE Bid is selected or 100% of the estimated annual value of the contract if one of the alternative bids is selected. Annually, thereafter, the contractor shall furnish a 100% performance bond equal to the estimated annual value of the contract for each subsequent contract year. A surety company duly authorized to do surety business in the Commonwealth of Pennsylvania shall execute the performance bond.
7. The successful bidder shall not assign its rights under the bid awarded, in whole or in part, without the prior written approval of Borough Council, which permission can be withheld in Council’s sole discretion.

8. All bids shall be accompanied by a bid bond in the same form attached hereto or certified check made payable to the Borough of Carlisle in the amount of $60,000 for the Residential Solid Waste, Recycling and One Bulk Item Per Week Collection service base bid proposal, including Borough-owned street cans (Parts 5 & 5B); ten percent (10%) of the amount of the proposal for the Borough-Owned Facilities Solid Waste and Recycling Collection Service proposal (Part 6); or the greater amount if the proposer makes bids on more than one item collectively. In the event any bidder shall, within 10 days’ notice from the Borough of its intention to award the contract, failure to provide completed performance bond in the same forms provided in these Contract Documents, evidence of required insurance and the executed Agreement, the bid security provided by that bidder by certified check or bid bond shall be forfeited to the Borough as liquidated damages.

9. In accordance with the Pennsylvania Anti-bid Rigging Act that became law on October 23, 1983, the Borough requires each bidder to complete and return the Non-Collusion Affidavit. The Affidavit is to be completed as follows:

   A. 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.

   B. 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/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.

   C. 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.

   D. 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.
E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

10. The successful bidder is responsible for being familiar with and to know the location, means of access and all other features and conditions necessary for the successful bidder to make timely performance of the services. All costs and expenses of delivery of every kind, type or nature shall be the responsibility of the successful bidder. The successful bidder, its agents or representative shall be responsible for providing all services in accordance with all federal, state and local laws, regulations, codes and ordinances.

11. Any bids received after the deadline by which they are to be received are late bids. Such late bids will not be considered, but will be held unopened until the time of award and then returned to the bidder. No responsibility will attach to the Borough of Carlisle for the premature opening of, or the failure to open, a bid not properly addressed and identified. Bids may be withdrawn by written request received from the bidder prior to the time fixed for opening.

12. The Notice, Information and Instruction to Bidders, Non-Collusion Affidavit, Bid Proposal, Performance Bond, Bid Bond or certified check deposit, the Agreement, Specifications, and Exhibits shall constitute the “Contract Documents”, the terms of which shall constitute a binding contract with the successful bidder.

13. Conflict of Interest Notice and Responsibilities. A conflict of interest may take various forms but exists if a significant financial interest or other opportunities for tangible personal benefit may exert a substantial improper influence upon an employee, contractor or professional. A conflict of interest may exist when there is a divergence between private interests of an employee, contractor or professional and his, her or its obligation to the Borough such that: (i) a reasonable and independent observer might rationally question whether the employee’s professional responsibility might be influenced by considerations of gain or financial interest for either the employee, contractor or professional or their family or for other parties; or (ii) a reasonable and independent observer might rationally conclude that the conflict of interest undermines the integrity of any business of the Borough. A conflict of interest encompasses not only situations that are in fact improper, but also situations where a reasonable and independent observer might rationally observe the appearance of impropriety. This includes any potential conflicts of interest that are yet unrealized or that may be perceived by others to be conflicts of interest. For purposes of this notice, the family of any employee, contractor or professional shall include his or her spouse or companion, his or her siblings and their spouses or companions and his or her descendants and their spouses or companions. **All bidders must provide with the bid a listing of current or potential conflicts of interest with respect to proving goods and/or services to the Borough of Carlisle as contemplated by this project.** The successful bidder shall provide notice to the Borough of any actual or potential conflicts of interest that exist or arise in the course of providing goods and/or services to the Borough of Carlisle.
14. The Borough reserves the right to revise or amend any plans or specifications prior to the date scheduled for bid opening. In the event plans and/or specifications are revised or amended, such revisions or amendments will be provided by use of an addendum, which will be provided to all prospective bidders.

15. The successful bidder shall supervise and direct the work efficiently and with its best skill and attention. The bidder shall be solely responsible for the means, methods, techniques, sequences and procedures of work and shall be responsible to see that the finished work complies with the Contract Documents and applicable permits as required.

16. The successful bidder shall provide only competent, suitably trained and qualified personnel to perform the work as required by the Contract Documents and shall furnish all materials, equipment, labor, transportation, machinery, tools, fuel, power, sanitary facilities and all other facilities and incidentals necessary for the completion of the work.

17. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and shall comply with all requirements and regulations of OSHA, State, and local governments pertaining to such work.

18. The successful bidder shall, as a condition of award of the contract, provide evidence of the following insurance coverage, which insurance coverage shall be maintained during the course of work on the project:

   A. Comprehensive General Liability: $3,000,000 combined single limit $5,000,000 aggregate per occurrence for bodily injury, personal injury and property damage.

   B. Automobile Liability: $3,000,000 combined single limit $5,000,000 aggregate per accident for bodily injury and property damage.

   C. Workers’ Compensation, in statutory limits required by Pennsylvania;

Each policy shall be endorsed to provide the Borough with 30 days’ notice of cancellation and the Borough shall be listed as an additional insured for all insurance noted above except for workers’ compensation insurance.


20. The successful bidder shall insure, indemnify and hold harmless the Borough and its Council members, officers, employees, appointees and agents from and against any and all claims, suits, causes of action, losses, expenses and liabilities of any kind or nature, including attorney’s fees (and any attorney’s fees incurred in enforcing this provision) in any way arising or resulting from or in any way related to negligent, reckless and/or intentional acts by the successful bidder in providing services to or for the Borough under the Agreement and Contract Documents, including, but not limited to, claims, losses, fines, damage to property and bodily injury or death to persons. This provision will survive termination or expiration of the Agreement.

21. Each bidder shall fully complete the questionnaire included as Exhibit 4 and provide the completed questionnaire with the bid package to the Borough.

22. Residents of the Borough have participated in the Pay-As-You-Throw approach to residential solid waste collection services for many years. This approach has relied on a single sized refuse bag and is included in these Contract Documents as Part 5, Base Bid. The Borough is interested in receiving pricing for options to the Pay-As-You-throw, single sized trash bag approach. All bidders shall provide pricing for the Part 5 Base Bid and the Alternative Bid, Parts 5.A.1, 5.A.2, and 5.A.3. All bidders shall also provide pricing for solid waste collection from Borough-owned street cans (Part 5B) and solid waste and recycling facilities for Borough owned facilities (Part 6).

The Borough will award the Contract to the Bidder who, in the sole opinion of the Borough, submits the lowest responsible, responsive Bid. The Borough may select the Base Bid or an Alternate Bid at its sole discretion.

23. A Pre-Bid meeting will be held at the offices of the Borough of Carlisle at 53 W. South Street on Thursday, October 31, 2019 at 1:30 p.m. Bid documents will be reviewed at the meeting, including a discussion of the bid alternatives and the requirement to provide recycling containers to each Dwelling Unit in a Residential Building.
NON-COLLUSION AFFIDAVIT

Project: Solid Waste and Recycling Collection Services

State of ___________________________)                          
                          S.S.
County of ___________________________)

I state that I am ___________________________ of

_______________________________________                        
                     (Title)                      (Name of 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)  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.

(2)  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.

(3)  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 any intentionally high or 
     noncompetitive bid or other form of complementary bid.

(4)  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.

(5)  _________________________________________________________________,

                     (Name of Firm)

its affiliates, subsidiaries, officers, director and employees are not currently under 
investigation by any governmental agency and have not in the last four 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 (Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the Borough of Carlisle in awarding that 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 the Borough of Carlisle of the truth relating to the submission of bids for this contract.

Signature: ______________________________________

Name:

Position/Title:

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ________ DAY
OF ____________________, 20____

____________________________
Notary Public

Notary Seal:
NOTE: The above Notary’s acknowledgment must be completed, signed and Notary seal placed.
General Specifications
PART 2

2.01 General Intent

It is the intent of these specifications to find the most cost-effective means to discard residential waste and recycling for Borough property owners and for Borough-owned facilities and to provide an opportunity for Borough citizens to have bulk items collected periodically. With that intent, the Borough may award to one or more contractors, contracts for Residential Solid Waste, Recycling and One Bulk Item Per Week Collection Service (including Borough-Owned Street Cans and/or any Alternate Bids selected by Borough Council), and for Borough-Owned Facilities Solid Waste and Recycling Collection Service, for a three-year period beginning January 1, 2020 through December 31, 2022.

2.02 Definitions

For the purpose of these specifications, the following terms shall have the meaning set forth below, unless the context clearly indicates otherwise:

Aerosol Cans: means steel or bi-metallic cans manufactured for gaseous suspension of fine solid or liquid particles.

Aluminum: shall include all clean aluminum food and beverage cans, aluminum foil, trays, plates, and miscellaneous aluminum products.

Apartment Building: is a building used for residential purposes with more than three (3) dwelling units, except hotels, motels, tourist cabins, and dormitories.

Borough: means "Borough of Carlisle"

Brush: Tree trimmings including discarded Christmas trees, hedge trimmings and similar items but excludes yard and garden waste items such as leaves, grass clippings and discarded plantings.

Bulk Items: is a general term which shall mean all matter and materials too large to fit in a standard thirty-five (35) gallon trash bag and which is discarded or rejected by the owners or producers thereof as useless and which is not so heavy that it cannot be lifted onto a truck by two (2) men; in any case bulk items shall not include any of the following: automobiles and automobile parts; tires, building materials and construction debris (from other than small projects exclusively done by the homeowner) ; brush including dirt, rocks, leaves, and grass clippings; tree parts over six (6) inches in diameter; petroleum products; household hazardous waste; commercial and industrial waste; chemicals; and computer monitors or other regulated E-Waste as listed in the Covered Device Recycling Act, Act 108 of 2010.
**Commingled:** refers to placement of recyclable materials as defined herein in a special recycling container for the purpose of collection without their having been segregated by color or type.

**Contract Documents:** includes, but not limited to, the Invitation for Bids, Information and Instructions for Bidders, General Specifications, Detailed Specifications, Proposal Form, Bid Bond, the Contract Performance Bond, and any addenda issued by the Borough, and any changes to the foregoing documents agreed to by the Borough and the contractor.

**Containers:** refers to cubic yard containers (dumpsters), 30-gallon units located along High and Hanover Streets referred to as Downtown Containers, and 55-gallon toters located in Borough Cemeteries.

**Contractor:** is the person, corporation, or partnership performing refuse collection, recycling, and bulk or brush item collection service under contract with the Borough in accordance with these specifications; also known as the Borough Collector.

**Curbside Collection:** shall mean the collection of municipal waste, recyclables and one bulk item per week when placed at the edge of a curb or paving of a street or alley.

**Dwelling Unit:** is one or more rooms in a residential building, which room or rooms have fixed cooking facilities arranged for occupancy by one or more persons living together, or one family.

**E-Waste:** is a covered computer device or a covered television device marketed and intended for use by a consumer, as defined by the Pennsylvania Covered Device Recycling Act, Act No. 108 of 2010, as amended.

**Garbage:** is all table refuse, animal and vegetable matter, offal from meat, fish and fowl, fruits, vegetables and parts thereof, and all other articles and materials ordinarily used for food which have become unfit for such use or which are for any reason discarded.

**Glass:** shall mean the hard, brittle, transparent or partially transparent substance produced by fusion of silica and silicates or sand containing soda and lime and/or other chemicals and substances usually or conveniently included in the manufacture of glass; and shall for the purpose of this contract include all materials commonly known as glass bottles or containers. This includes all food and beverage containers made of glass. Excluded are ceramics, pottery, and flat glass commonly known as window or plate glass.

**Hazardous Waste:** is 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 to federal or state law.
Magazines: means periodicals containing articles, stories, pictures or other features printed on glossy paper.

Mail: means white or colored paper correspondence as received through the U.S. Postal Service, specifically, letters, brochures, and envelopes with or without cellophane-windows.

Municipality: means "Borough of Carlisle."

Municipal Waste: shall mean the same as "Refuse."

Newspaper: means 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 for the production of newsprint; newspaper further means and includes glossy paper inserts commonly used in advertisements.

Person: is every natural person, firm, corporation, partnership, association, or institution.

Plastic containers: plastics with symbols #1, #2, #5, #7.

Processing Center: is any facility maintained for the purpose of sorting, preparing, and/or consolidating recyclable materials (as defined herein) for sale.

Public Awareness Program: is the program developed and provided by Contractor or Municipality to inform and encourage residents to use the recycling collection services.

Recyclable Materials: includes colored and clear glass, aluminum, plastic containers, corrugated cardboard, newspaper, steel and bi-metal cans, paper, magazines and such other materials as the parties may agree in writing.

Recycling Collection Services: are those services to be performed by contractor as follows: (1) the collection and conveyance of recyclable materials; (2) processing of recyclable materials as applicable; and (3) marketing of the recyclable materials.

Recycling Container: is a cart provided by Contractor made of rigid plastic and including a lid, wheels, and recycling symbol.

Refuse: is a general term which shall mean all matter and materials which are discarded or rejected by the owners or producers thereof as offensive or useless, or which by their presence or accumulation may injuriously affect the health, comfort, and safety of the citizens of the Borough of Carlisle; it shall include ashes, garbage, rubbish, trash, and other refuse materials, but exclude human body waste; debris from household renovations, whether interior or exterior; dirt, rock;
lead pipes; limbs or the trunks of trees greater than three (3) inches in diameter; hazardous wastes; E-Waste and recyclable items as defined herein.

**Refuse Bag:** shall mean the official Borough plastic bag through which collection and disposal services for municipal waste are exclusively rendered. Bag weight, when placed at the curb, shall not exceed 40 pounds. The color of the bags and any printed matter thereon shall be at the sole discretion of the Borough.

**Reusable Refuse Container** - A Customer-provided (a) rigid constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, having a tight-fitting lid, and weighing not more than 40 pounds to be easily handled by one man.

**Refuse Collection Services** are those services to be performed by contractor as follows: (1) collection of refuse; (2) transportation of refuse in trucks; and (3) disposal of refuse at a facility licensed by the Pennsylvania Department of Environmental Protection (DEP).

**Residential Building:** is a building used for residential purposes, except hotels, apartments with more than three (3) dwelling units, tourist cabins, motels, fraternities, and dormitories.

**Rubbish:** is branches, trees, sawdust, chips, shavings, wood, woodenware, leather, rags, grass, straw, manure, and all solid combustible matters not included in this section under the term garbage.

**Truck(s):** is a vehicle used for the collection of refuse which has mounted thereon an approved type, watertight sanitary body, or which has a standard truck body made watertight and equipped with means of covering to prevent loss of material by wind.

### 2.03 Schedule and Time of Collection

Contractor shall provide residential collection services described in these specifications on the days set forth on the maps attached as Exhibit 1, and for Borough-Owned Street Cans on the days set forth in Exhibit 2. Contractor shall provide Borough-Owned Facilities collection services described in these specifications on the days set forth in Exhibit 3.

Collection will not be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Collection, which would normally occur on such holidays, shall be rescheduled for the next day (except Sunday) following the holiday.

Contractor understands the Code of the Borough of Carlisle, Chapter 212, Solid Waste and Recyclables Collection, which prohibits the collection of Solid Waste and/or Recyclables from any location within the Borough of Carlisle from 8:00
p.m. through 6:00 a.m. prevailing time. Therefore, collection shall be commenced
and completed between the hours of 6:00 a.m. and 8:00 p.m., prevailing time,
except when otherwise approved in advance by the Borough. Contactor further
agrees that their contract could be terminated if Contractor fails to adhere to the
Code of the Borough of Carlisle or any relevant other local or state law.

2.04 Manner of Collection

It is imperative to the Borough that the work to be performed under this contract
be of the highest quality and executed in a professional manner. The contractor
shall equip, operate and maintain all vehicles and equipment in a manner to
prevent any uncontrolled or unintentional release of any contents. Refuse and
recyclable materials shall be collected in a neat and workmanlike manner, and if
by accident or otherwise a liquid spill, dropped, blown or scattered garbage, shall
occur, the Contractor shall be required to clean up same in a neat and clean
manner at the time of occurrence. Each collection vehicle shall carry a broom and
shovel to be used by the collection crew to clean up any material spilled, dropped,
or otherwise scattered upon the ground during collection.

Contractor shall handle all recycling containers and reusable refuse containers in
such a manner as to avoid damage and shall place (not throw) them to the
location where found. Failure to provide quality work may lead to the imposition
of penalties as set forth in these specifications. The contractor shall replace any
broken or otherwise damaged containers within 48 hours, when damaged by the
contractor.

2.05 Conduct of Employees

Contractor shall be held responsible for the conduct and deportment of company
employees during the performance of their work. Said employees shall not use
loud, abusive, profane or lewd language or conduct in performing their work, or
when dealing with municipal employees or the public. Further, said employees
shall conduct their work as quietly as possible with a minimum of interference to
pedestrian, bicycles and vehicular passageway through the municipality.

2.06 Administration of Day-to-Day Operations

Contractor shall assign an employee to be the local Carlisle Contract
Administrator, who all have the full authority to act on behalf of the contractor.
The contractor shall provide to the Borough, in writing, the name and contact
information of the Contract Administrator. The Contractor shall promptly notify
the Borough, in writing, of any changes. Each day, during the hours of 6:00 a.m.
and 8:00 p.m. that the Contractor's crews are working in the Borough, the
Borough Manager, or his/her designee shall have the ability to directly contact the
Contractor's Contract Administrator by telephone, toll free and/or email. If an
event would occur that would deviate from the standards set in the contract (i.e.
pick up schedule, missed collections, spills, etc.) it is required that the contractor
contact the Borough Manager, or his/her designee, to report such non-compliance
prior to 4:30 p.m. prevailing time on the day of occurrence. Should the deviation
occur after 4:30 p.m., the notification shall be made on the morning of the next
business day by 8:00 a.m.

Contractor shall establish and maintain a locally manned office or a local (Carlisle
exchange) telephone answering service for the purpose of accepting customer
complaints. Said local office or telephone service shall have direct contact with
the Contractor's Contract Administrator by either cellular telephone or radio. The
local office or telephone service shall have full authority to direct crews in the
absence of the Contract Administrator so that complaints can be resolved while
the crews are still working in the Borough.

The contractor shall have and maintain a web site that provides customer
information. The Borough, at our option, shall be permitted to link our municipal
website to contractor’s website during the contract term. The contractor shall
promptly and properly attend to all customer complaints and all notices from the
Borough of missed pickups and spills within four (4) hours of the receipt of same.
The Contractor shall be required to maintain a log of all complaints received and
the action taken to remedy the complaint. The log shall show the day and hour on
which the complaint was received, the nature of the complaint, who initiated the
complaint, and the day, hour and manner in which it was resolved. The
Contractor shall submit a copy of the complaint log to the Borough monthly.

Contractor shall notify the Borough in writing within thirty (30) working days of
any dwelling unit not using Borough refuse bags, not setting out recyclable
materials, not properly preparing recyclable materials, or any other violation of the
Borough's solid waste reduction program, which might negatively impact on the
contractor.

2.07 Schedule of Performance

Contractor shall perform those services set forth in these specifications in
accordance with the Schedule of Performance set forth in Exhibits 1, 2 or 3, as
applicable. Changes in said schedule(s) may be made up to forty-five (45) days
in advance of beginning the work described herein provided the changes are
agreed to by the Borough, and provided further that the Contractor(s) agrees to
advertise the new schedule or changes thereto. After the implementation of this
contract service, said Schedule of Performance may be modified only by mutual
agreement of the municipality and contractor. The municipal representative is
authorized to modify said Schedule of Performance on behalf of the municipality.

2.08 Collection Route

In collecting residential solid waste and recyclables, contractor’s collection
vehicles shall utilize only those alleys and avenues with customers’ dwellings
fronting on them, unless otherwise authorized by the Borough. Contractor shall
not refuse to collect along any thoroughfare upon which residences front and
along which solid waste and recyclables are placed. This may require that the
contractor provide smaller collection vehicles, which can access these areas safely for the collection of the discarded solid waste and/or recyclables or other items, covered herein. Areas of the Borough that may required special collection or small vehicles, included but not limited to Kerrs Avenue, and the alley to the north and south of the 200 block of W. Baltimore Street. (This item is non-negotiable.)

2.09 Examination of the Municipality

Bidders shall and are hereby directed to inspect the entire municipality to investigate all circumstances affecting the cost and nature of the work specified and shall assume all risks in connection therewith. Included in these specifications are collection route maps which may or may not include all streets and avenues which require collection service. All bidders must examine each route and make their own determination as to the roadways requiring collection. From time to time development will be approved which will expand the designated routes.

2.10 Bidder's Responsibility as to Number of Dwelling Units

All bidders are advised and cautioned that the Borough makes no warranty as to the number of dwelling units within the Borough now or at any time in the future. It is the responsibility of each bidder to ascertain the number of dwelling units.

2.11 Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

For the purpose of this contract, the Contractor shall carry the following types of insurance in at least the limits specified in Section 18 of the Instructions to Bidders and have the Borough added to their policy as an additional insured.

A. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and approved by the Borough prior to award of the bid.

B. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage’s
a. The Borough, its officials, and employees are to be covered as insured’s with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Borough, its officials, and employees.

b. The Contractor’s insurance coverage shall be primary insurance with respect to the Borough, its officials, and employees and volunteers.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Borough, its officials, or employees.

d. Coverage shall state that Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2. Workers’ Compensation and Employers’ Liability Coverage’s

The insurer shall agree to waive all rights of subrogation against the Borough, its officials, and employees for losses arising from work performed by Contractor for the Borough.

3. All Coverage’s

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Borough.

C. Verification of Coverage

Contractor shall furnish the Borough with certificates of insurance and with original endorsements affecting coverage required by this clause. The insurance shall state a description of the work being performed. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor’s insurance agent shall indicate on the certificate or by separate letter, that the limits required herein and shown on the certificate have not been reduced by an outstanding claim. The certificates and endorsements are to be received and approved by the Borough prior to award of bid.
Policies and insurers shall be subject to approval of the Borough. Insurance must be current through the entire contract period.

2.12 **Bond Requirements**

With respect to the contract, the successful bidder shall, within fifteen (15) working days after notification of award, enter into a written contract in accordance herewith with the Borough of Carlisle and shall also give to it a performance bond with an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of Five Hundred Thousand Dollars ($500,000) for residential, recycling and one bulk item per week service (including Borough owned street cans) and Twenty-Five Thousand Dollars ($25,000) for Borough-owned facilities; conditioned that he/she shall comply in all respects with the terms and conditions of the contract, and his/her obligation hereunder, including the specifications, and any renewals thereof, and shall indemnify and save harmless said Borough of Carlisle against or from all cost, expense, damage, injury, or loss to which the Borough of Carlisle may be subjected by reasons of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the contractor, his/her agents or employees in or about the execution or performance of the contract, including said specifications, and shall save and keep harmless said Borough of Carlisle against and from all claims or losses to it from any cause whatsoever, including but not limited to patent infringements, in the matter of completing said contract.

Further, the bond shall entitle the Borough of Carlisle, in the event of a default under the terms of the bond, to collect all or such part of the proceeds of the bond as necessary to provide the service as set forth in this agreement, even though the Borough of Carlisle does not itself pay the cost of services. The bond shall be subject to the approval of the Borough Solicitor.

2.13 **Penalties**

Contractor may be assessed monetary penalties by the Borough in an effort to secure compliance with the contract documents. Penalties shall be used as a remedy to violations of the contract which in and of themselves do not constitute a default condition severe enough to warrant contract termination. The Borough shall levy penalties upon proper notification to the Contractor. The Contractor will be allotted a reasonable period of time as defined in this section to correct the violation. A reasonable period is defined for missed collections as **four hours** upon a Borough representative contacting the Contractor’s Representative and outlining the missed collection. If the missed collection is not picked up within four hours of notification, the penalty clause, as outlined below, will be assessed at the discretion of the Borough. This same provision also applies to the cleanup of spilled items. For all other violations outlined in this section, proper notice is defined as a certified letter to the Contractor from the Borough. Upon receipt of the letter, the Contractor has 48 hours to take corrective action to assure the violation(s) do not reoccur. If the same or similar violation does reoccur after proper notice (certified letter), the Borough reserves the right to assess the penalty.
as outlined in this section. Failure on the part of Contractor to accept correspondence from the Borough shall not exempt Contractor from penalties.

The following penalties are agreed to as a condition of the contract(s), when applicable to each contract:

- Missed collections - residential $50 per dwelling unit missed per day
- Failure to report $2,000 for each report not made
- Mixing recyclables with refuse $2,000 per occurrence
- Failure to clean up spilled items $250 per occurrence
- Not returning recyclable containers as provided for $25 per occurrence
- Landfilling recyclables $2,000 per occurrence
- Failure to follow required daily collection schedule $500 per occurrence
- Failure to collect downtown containers $100 per occurrence per container
- Failure to collect other Borough-owned facilities $100 per occurrence per location
- Damaged recyclable container Actual cost of replacement

The Borough, in its sole discretion, may deduct said penalties from the monthly payment owed to the Contractor for service rendered.

2.14 Termination

If the Contractor defaults on any of its obligations hereunder, Borough shall have all of the following rights and remedies which municipality may exercise singly or in combination, in addition to all other remedies available at law or in equity, including the right to collect reasonable attorney's fees:

- The right to declare that the contract, together with all rights granted contractor hereunder, is terminated effective upon such dates as municipality shall designate; and

- The right to contract with others to perform services otherwise to be performed by contractor or to perform such services itself.

The Borough's rights hereunder in event of contractor's default shall be in addition to any rights of individuals or entities with whom or which contractor has contracted pursuant to this contract for contractor's services.

2.15 Weather, Etc.

Contractor shall make arrangements to carry forth the transactions contemplated by these specifications notwithstanding unexpected occurrences such as unusual weather conditions, temporarily closed streets, etc.; and upon the occurrence of any such event, contractor shall notify the Borough’s representative within four (4) hours and make appropriate arrangements with municipality to carry forth 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.

2.16 Increase in Costs

During the term of this contract the contractor and surety shall continue to be liable for any increase in costs for supplying services or materials, and municipality shall not be responsible for any increase of wages, fuel, tipping fees, taxes, or other costs thereof.

2.17 Inspection

The Municipality or other authorized representative may inspect the collection process employed by the successful Contractor under the contract and may require the correction of any improper or deficient performance of the contractor through the contractor’s designated representative.

2.18 Licenses

The successful bidder is required to secure all required solid waste licenses in order to perform this contract, including licensing requirements imposed by Cumberland County, PA-DEP, or EPA. Any costs related to licensing will be the responsibility of the contractor.

2.19 Accidents

The Contractor shall notify the Borough’s representative within sixty (60) minutes of any accident involving injury or damage to public or private property in the Borough.

2.20 Alternative Bids

All bidders are required to bid on the Base Bid for Residential Solid Waste, Recycling and One Bulk Item Per Week Collection Service and the three alternatives listed. Failure of a bidder to provide a bid price for the base bid and each of the alternative bids is grounds for the Borough to reject the bid as nonresponsive. No bid may be withdrawn, altered, or otherwise modified after it has been duly deposited with or at the office of the Borough Manager, except in strict compliance with the Bid Withdrawal Act, (73 P.S. of 1601 et seq.).
PART 3

Detailed Specifications of Services to be Provided
Residential Solid Waste, Recycling and One Bulk Item Per Week Collection Service

3.01 Base Bid: Collection and Disposal of Refuse and Recyclables from Residential Buildings Containing Three or Fewer Dwelling Units Using 35-Gallon Pay-As-You-Throw Bags

A. Refuse Service
Contractor shall collect, convey, and dispose of refuse deposited in 35-gallon plastic refuse bags and placed at the curb by occupants of residential buildings. Contractor shall also collect refuse bags placed in an open container at the curb. Refuse bag collection and disposal service to residential buildings shall be provided exclusively through the utilization of plastic refuse bags to be sold by the Borough or through retail locations authorized by the Borough.

B. Optional Refuse Carts
Contractor shall offer occupants of residential buildings the option of renting, on a monthly basis, the use of a refuse container having a minimum capacity of ninety (90) gallons, which shall have a non-removable locking seal tight lid and have two eight inch diameter or larger wheels properly located to provide ease of movement when fully loaded. Carts are to be used solely for convenience in storing and transporting refuse bags. All refuse placed in said carts shall be first placed in a Borough sold refuse bag.

C. Recycling Service
Contractor shall collect and convey recyclable materials as defined in Section 2.02 from all residential buildings when set out in recycling containers as defined in these specifications. Recyclable materials shall be picked up at the curb on the same day refuse bags are collected. Recyclables shall be commingled in a recycling container.

D. Recycling Containers
Contractor shall provide to each residential dwelling unit in the Borough (located in either a single-family, 2-family, or 3-family residential building), a 50-gallon recycling container with attached lid and wheels or a similar cart or container approved by the Borough. Recycling containers are to be owned and maintained by the Contractor. Contractor shall provide a description of the proposed recycling container with the bid. Contractor shall render curbside recycling service to any dwelling unit participating in the solid waste collection program. Each residential unit is required to separate recyclables from their regular garbage and place them at the curb for collection in the provided recycling container. Based on Cumberland County tax assessment records, there are currently 5,007 Dwelling Units in the Borough of Carlisle (see table in Section 3.08.G).
E. **One (1) Bulk Item Per Week Collection.**
Contractor shall include in their cost per bag, on the bid form provided, for the collection; conveyance and disposal of one bulky item placed at the curb by occupants of residential buildings for collection on a weekly basis. Bulky waste shall be defined as large items of solid waste requiring special handling, including but not limited to, large household appliances, furniture, carpet, dehumidifiers, water heaters, air conditioners, microwaves, small amounts of residential construction debris, mattresses, gas or charcoal grills, etc. Bulky items do not include anything that would weigh less than 40 lbs. and fit in a Borough bag, automobiles or parts and tires, yard waste, grass clippings, brush or tree trimmings, petroleum/chemical or other commercial/industrial or household waste, paint, propane tanks, E-Waste and recyclables. The contractor shall be responsible for the disposal of accepted Freon containing bulk items.

F. **Frequency of Service**
The refuse bag collection service, the recycling collection service and the bulk item collection service, shall be provided once per week for each residential building in the Borough. All services shall be provided on the same day of the week in accordance with the Schedule of Performance. (Exhibit 1) In the event that a bulk item requires special handling or equipment to collect, it shall be collected within 72 hours of its regularly scheduled collection day.

G. **Bid Price**
Bidders shall state a firm price for each refuse bag collected. Said price shall be the sole payment for the total cost to pick-up, convey and dispose of refuse bags, to provide recycling collection service and the one bulk item per week collection.

H. **Historical Bag Sales**
Listed below is the number of bags that the Borough has sold since 1992:

<table>
<thead>
<tr>
<th>Year</th>
<th>Bags Sold</th>
<th>Year</th>
<th>Bags Sold</th>
</tr>
</thead>
<tbody>
<tr>
<td>1992</td>
<td>236,000</td>
<td>2006</td>
<td>234,100</td>
</tr>
<tr>
<td>1993</td>
<td>210,500</td>
<td>2007</td>
<td>223,769</td>
</tr>
<tr>
<td>1994</td>
<td>233,550</td>
<td>2008</td>
<td>195,800</td>
</tr>
<tr>
<td>1995</td>
<td>210,450</td>
<td>2009</td>
<td>196,000</td>
</tr>
<tr>
<td>1996</td>
<td>201,600</td>
<td>2010</td>
<td>202,000</td>
</tr>
<tr>
<td>1997</td>
<td>217,100</td>
<td>2011</td>
<td>202,800</td>
</tr>
<tr>
<td>1998</td>
<td>218,000</td>
<td>2012</td>
<td>199,800</td>
</tr>
<tr>
<td>1999</td>
<td>228,370</td>
<td>2013</td>
<td>202,800</td>
</tr>
<tr>
<td>2000</td>
<td>226,650</td>
<td>2014</td>
<td>240,800</td>
</tr>
<tr>
<td>2001</td>
<td>227,500</td>
<td>2015</td>
<td>203,200</td>
</tr>
<tr>
<td>2002</td>
<td>225,750</td>
<td>2016</td>
<td>210,200</td>
</tr>
<tr>
<td>2003</td>
<td>233,700</td>
<td>2017</td>
<td>217,800</td>
</tr>
<tr>
<td>2004</td>
<td>253,817</td>
<td>2018</td>
<td>223,800</td>
</tr>
<tr>
<td>2005</td>
<td>239,021</td>
<td>2019</td>
<td>187,800 through 9/30/19</td>
</tr>
</tbody>
</table>
I. **Historical Refuse and Recycling Amounts**
Listed below is the tons of refuse and recycling collected in the Borough under the Borough’s service contract since 2014, based on information submitted by the service provider:

<table>
<thead>
<tr>
<th>Year</th>
<th>Refuse/Bulk Collection (tons)</th>
<th>Recycling Collection (tons)</th>
<th>Total Collections (tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>3,772.1</td>
<td>1,217.6</td>
<td>4,989.7</td>
</tr>
<tr>
<td>2015</td>
<td>3,751.2</td>
<td>1,375.6</td>
<td>5,126.8</td>
</tr>
<tr>
<td>2016</td>
<td>3,014.2</td>
<td>1,247.6</td>
<td>4,261.8</td>
</tr>
<tr>
<td>2017</td>
<td>3,218.8</td>
<td>1,376.0</td>
<td>4,594.8</td>
</tr>
<tr>
<td>2018</td>
<td>2,984.5</td>
<td>1,274.8</td>
<td>4,259.3</td>
</tr>
<tr>
<td>2019 (January 1 to May 29)</td>
<td>1,331.1</td>
<td>427.9</td>
<td>1,759.0</td>
</tr>
</tbody>
</table>

J. **Compensation for Services**
Borough shall pay Contractor monthly for services rendered based on the number of bags sold by the Borough.

3.02 **Bag Distribution System**
The Borough will handle all details concerning the distribution of refuse bags to Borough residents. Under no circumstances may the Contractor or any other person sell or resell any refuse bag to Borough residents.

3.03 **Refuse & Recycling Service for Apartment Buildings, Commercial, Industrial, Institutional, and Municipal Establishments.**

A. **Apartment Buildings**
The Borough’s Garbage and Recycling Ordinance mandates that all apartment and other multi-residence buildings with three or less units participate in the Borough’s Garbage and Recycling Program as outlined in this bid. Contractor may provide refuse collection, recycling and bulk collection service to apartment and multi-residence buildings, with more than three dwelling units, at the option of the apartment building owner or homeowner’s association. Said services shall include refuse collection and recycling service, which shall include recyclable materials as defined in Section 2.02. The contract shall provide for a practical system of separation, storage, and collection of tenant's solid waste, recyclables and bulk items. **The cost of said services shall be negotiated between the contractor and apartment building owner, separate from this contract.**
B. Commercial, Industrial, Municipal, and Institutional Establishments

Contractor may provide refuse collection service and/or recycling service to commercial, industrial, institutional, and municipal establishments at the option of each establishment. In the case of commercial, industrial, municipal, and institutional establishments recyclable materials shall, as a minimum, include high-grade office paper; aluminum, corrugated cardboard, and such other material as may be designated from time to time by the Borough of Carlisle and/or the State of Pennsylvania. The cost of said services shall be negotiated between the contractor and the individual establishment, separate from this contract.

Small commercial establishments generating four (4) bags or less of refuse per week shall have the additional option to use the Borough's refuse bag system in which case the recyclables listed in this section shall be placed in a recycling container or in clear plastic bags in lieu of a plastic recycling container. Commercial establishments selecting this option shall be responsible for purchasing the clear plastic bags or a recycling container to be used for setting out their recyclables. These establishments may also set out one bulk item per week for collection. The cost of said services shall be negotiated between the contractor and the individual establishment, separate from this contract.

3.04 Collection of Solid Waste from Downtown Containers

A. Refuse Service

Contractor shall collect, convey and dispose of refuse deposited into various trash containers are located throughout the downtown area. Approximately thirty-five (35), thirty (30) gallon containers are located along High and Hanover Streets, Veterans Square and in three parking lots (as identified in Exhibit 2).

B. Frequency of Collection

Downtown containers shall be collected three times per week on Monday, Wednesday and Friday). This contract shall include three (3) on-call pickups per contract year, for special occasions with dates to be determined by the Borough with fifteen (15) days advance notice given to the contractor. (Exhibit 2)

C. Containers

The Borough shall provide the thirty (30) gallon containers used throughout the downtown area for this collection service.

D. Downtown Container Tag System (At the Borough’s option)

The Borough places high-priority on the Contractor’s ability to meet each scheduled pick-up of the downtown and parking lot containers. Notwithstanding the penalties, the Borough may impose on missed pick-ups, and to insure fairness, the Contractor shall furnish pre-printed self-adhesive tags for each container liner to be placed on the outside of the container liner at the request of the Borough. Upon each collection, the Contractor shall legibly indicate the day and time of collection, together with their initials, with permanent marker upon the tag. The
tags shall be replaced at least monthly, beginning with the first scheduled pick-up after the first day of each month and shall be of differing colors from month-to-month. The Contractor understands that failure of the collector to properly mark the tag or a missing tag constitutes a missed collection and is subject to the penalties defined in Section 2.13 of these specifications. **The Borough will only impose the tag system if, at its own discretion, believes that the containers are not being picked up pursuant to the agreed upon schedule.**

The Borough is willing to discuss with the contractor an alternate method to monitor the frequency of downtown and parking lot container pick-up. Any alternate method must be approved by the Borough’s representative in advance of implementation.

**E. Bid Price**

Bidders shall state a lump sum price for all of the Borough containers. Said price shall be the sole payment for the total cost to pick-up, convey and dispose of refuse collected from the various downtown containers.

**F. Compensation for Services**

Borough shall pay Contractor monthly for services rendered.

**3.05 Transportation, Sale, & Disposal of Materials Collected**

Contractor shall transport the collected recyclable materials to a processing center or directly to recycling markets. Contractors shall take title to the recyclable materials upon their collection. Contractor may sell the recyclables for recycling and re-use, and the contractor shall retain the full proceeds of such sales. Contractor shall not commingle, combine, haul or contaminate recyclables with refuse. Failure to adhere to this requirement may lead to the imposition of penalties as set forth in Section 2.13. If Contractor takes exception to collect any recycled item outlined in this bid document, the item must be noted in the exception section of the bid. Although the Borough wishes to continue with its present recycling program, it understands markets change from time-to-time and is willing to reduce its overall costs if a certain recycling item is cost prohibitive to recycle. **If the Contractor takes exception to any matter to be recycled, said matter shall be noted on the “Exception Page” of this document.**

Contractor shall transport collected refuse to a disposal site licensed by the Pennsylvania Department of Environmental Protection (DEP) and named in the Cumberland County Municipal Waste Management Plan. Cumberland County Ordinance and Municipal Waste Management Plan require municipal waste haulers to be registered. Contractor shall certify that a DEP-approved site will be utilized and that State, Federal, and Cumberland County laws, rules and regulations will be observed throughout the contract period.
3.06 **Reports**
Contractor shall, on or before the 10th day of each month, provide a report for the preceding month to the Borough, which shall be submitted in the form requested. Said report shall include the following information:

- Weight of recyclables; broken down by newspaper, cardboard and all other materials.
- Weight of municipal waste disposed of from the community from all types of accounts or establishments served by the contractor.
- At the Borough’s option, weigh slips documenting the delivery of wastes to a certified landfill and weigh slips/receipts for recyclables delivered to a processing facility shall be submitted with each monthly report for the previous month.
- The name of the municipality (Borough of Carlisle).
- The contractor’s name.
- The month and year for which figures are being provided.
- A signature by an authorized representative of the contractor, attesting to the validity of the figures provided.

In addition, Contractor must comply with the reporting requirements of the Borough’s solid waste and recycling ordinance and any other requirements specified by the Borough Manager, or his/her designee. However, the Borough of Carlisle may waive reporting requirements, if in the sole discretion of the Borough, Contractor is providing all required information to the County of Cumberland, and such reports are being furnished from the County to the Borough in a timely manner.

3.07 **Municipality's Obligation**
The municipality shall inform Borough residents of the requirements of the Borough's waste reduction, recycling, and bag disposal services as set forth in these specifications.

3.08 **Alternative Bid 5.A.1: Collection and Disposal of Refuse and Recyclables from Residential Buildings Containing Three or Fewer Dwelling Units Using Customer Supplied Refuge Containers (Up to four contrainers per week)**

**A. Refuse Service**
Contractor shall collect, convey, and dispose of refuse deposited in occupant owned refuse containers or occupant supplied bags placed at the curb by occupants of residential buildings. Contractor shall handle all reusable refuse containers in such a manner as to avoid damage and shall place (not throw) them back to the location where found after removal of the refuse from the container. Failure to provide quality work may lead to the imposition of penalties as set forth in these specifications. The contractor shall replace any broken or otherwise damaged reusable containers within 48 hours, when damaged by the contractor. No more than four (4) containers or bags weighing a maximum of 40 pounds each shall be collected per Dwelling Unit per collection day.
B. Recycling Service
Same provisions as Section 3.01.C.

C. Recycling Containers
Same provisions as Section 3.01.D.

D. One (1) Bulk Item Per Week Collection.
Contractor shall include in their cost per Dwelling Unit, on the bid form provided, for the collection; conveyance and disposal of one bulky item placed at the curb by occupants of residential buildings for collection on a weekly basis. Bulky waste shall be defined as large items of solid waste requiring special handling, including but not limited to, large household appliances, furniture, carpet, dehumidifiers, water heaters, air conditioners, microwaves, small amounts of residential construction debris, mattresses, gas or charcoal grills, etc. Bulky items do not include anything that would weigh less than 40 lbs. and fit in a reusable refuse container, automobiles or parts and tires, yard waste, grass clippings, brush or tree trimmings, petroleum/chemical or other commercial/industrial or household waste, paint, propane tanks, E-Waste and recyclables. The contractor shall be responsible for the disposal of accepted Freon containing bulk items.

E. Frequency of Service
Same provisions as Section 3.01.F

F. Bid Price
Bidders shall state a firm price for Dwelling Unit serviced for each year of the Contract. Said price shall be the sole payment for the total cost to pick-up, convey and dispose of refuse placed in reusable containers, to provide recycling collection service and the one bulk item per week collection.

G. Compensation for Services
Borough shall pay Contractor quarterly for services rendered based on the number of occupied Dwelling Units in Residential Buildings serviced by the Contractor. The Contractor hereby accepts that compensation is based on the number of dwelling units actually serviced. Based on Cumberland County Tax Assessment records, the Borough of Carlisle currently has 5,007 Dwelling Units as follows:

<table>
<thead>
<tr>
<th>Residential Building Type</th>
<th>Number of Dwelling Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>4,592</td>
</tr>
<tr>
<td>Two Family Residential</td>
<td>348</td>
</tr>
<tr>
<td>Three Family Residential</td>
<td>67</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5,007</strong></td>
</tr>
</tbody>
</table>
Alternative Bid 5.A.2: Collection and Disposal of Refuse and Recyclables from Residential Buildings Containing Three or Fewer Dwelling Units Using Customer Supplied Refuge Containers (one container per week with use of tagged bags for additional refuse)

A. Refuse Service
Contractor shall collect, convey, and dispose of refuse deposited in occupant owned refuse containers or occupant supplied bags placed at the curb by occupants of residential buildings. Contractor shall handle all reusable refuse containers in such a manner as to avoid damage and shall return (not throw) the container back to the location where found after removal of the refuse from the container. Failure to provide quality work may lead to the imposition of penalties as set forth in these specifications. The contractor shall replace any broken or otherwise damaged reusable containers within 48 hours, when damaged by the contractor. Each Dwelling Unit is entitled to placing at the curb for pickup by the Contractor one (1) container or bag weighing a maximum of 40 pounds per collection day. Residents generating more than 40 pounds of refuse per week shall be responsible for purchasing a sticker from the Borough for each additional bag needed and attaching the sticker to the bag prior to placement of the bags at the curb for Contractor pickup. Contractors shall collect, convey, and dispose of the stickered bags.

B. Optional Refuse Carts
Same provisions as Section 3.01.B.

C. Recycling Service
Same provisions as Section 3.01.C.

D. Recycling Containers
Same provisions as Section 3.01.D.

E. One (1) Bulk Item Per Week Collection.
Same provisions as Section 3.01.E.

F. Frequency of Service
Same provisions as Section 3.01.F.

G. Bid Price
Bidders shall state a firm price per Dwelling Unit serviced for each year of the Contract plus a separate price per sticker sold by the Borough for attachment to any bag over the one bag allocated per week. Said prices shall be the sole payment for the total cost to pick-up, convey and dispose of refuse placed in reusable containers and disposable bags, to provide recycling collection service and the one bulk item per week collection.
H. Compensation for Services
Borough shall pay Contractor quarterly for services rendered based on the number of occupied Dwelling Units in Residential Buildings serviced by the Contractor and the number of stickers sold by the Borough.

3.10 Alternative Bid 5.A.3: Collection and Disposal of Refuse and Recyclables from Residential Buildings Containing Three or Fewer Dwelling Units Using 35-Gallon Pay-As-You-Throw Bags with Guaranteed Minimum Number of Bags sold per year.

A. Refuse Service
Same provisions as Section 3.01.A.

B. Optional Refuse Carts
Same provisions as Section 3.01.B.

C. Recycling Service
Same provisions as Section 3.01.C.

D. Recycling Containers
Same provisions as Section 3.01.D.

E. One (1) Bulk Item Per Week Collection.
Same provisions as Section 3.01.E.

F. Frequency of Service
Same provisions as Section 3.01.F.

G. Bid Price
Bidders shall state a firm price for each refuse bag collected. Said price shall be the sole payment for the total cost to pick-up, convey and dispose of refuse bags, to provide recycling collection service and the one bulk item per week collection.

H. Compensation for Services
Borough shall pay Contractor monthly for services rendered based on the number of bags sold by the Borough. Borough shall guarantee a minimum sales number of 200,000 bags per year (average of 16,667 bags per month). If the Borough sales greater than 200,000 bags per year, the Borough will pay Contractor for the total number of bags sold. If the Borough sales less than 200,000 bags per year, the Borough will pay the Contractor based on the sale of 200,000 bags.

3.11 Summary of Bid Items.
Contractor shall provide pricing for all bid items. The following table summarizes key components of each item.
<table>
<thead>
<tr>
<th></th>
<th><strong>Base Bid</strong></th>
<th><strong>Alternative Bid 5.A.1: Flat Fee per Dwelling Unit</strong></th>
<th><strong>Alternative Bid 5.A.2: 1 container and tagged bags</strong></th>
<th><strong>Alternative Bid 5.A.3: Pay-as-you-throw with minimum bag sale guarantee</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trash Container</strong></td>
<td>Borough Bag</td>
<td>Customer provided container (bag or can)</td>
<td>Customer provided container (bag or can)</td>
<td>Borough Bag</td>
</tr>
<tr>
<td><strong>Trash Limit</strong></td>
<td>40 pounds per bag, unlimited bags</td>
<td>40 pounds per container, maximum 4 containers per week</td>
<td>40 pounds per container, one container per week with sticker purchase for each additional bag per week</td>
<td>40 pounds per bag, unlimited bags</td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td>Weekly</td>
<td>Weekly</td>
<td>Weekly</td>
<td>Weekly</td>
</tr>
<tr>
<td><strong>Payment Method</strong></td>
<td>Borough pays Contractor monthly</td>
<td>Borough pays Contractor quarterly</td>
<td>Borough pays Contractor quarterly</td>
<td>Borough pays Contractor monthly</td>
</tr>
<tr>
<td><strong>Payment Basis</strong></td>
<td>Number of bags sold, with no guarantee on bag sales</td>
<td>Dwelling Units served</td>
<td>Dwelling Units served, plus number of stickers sold, with no guarantee on sticker sales</td>
<td>Number of bags sold, with guarantee of at least 200,000 bags sold per year</td>
</tr>
<tr>
<td><strong>Recycling Collection</strong></td>
<td>Weekly</td>
<td>Weekly</td>
<td>Weekly</td>
<td>Weekly</td>
</tr>
<tr>
<td><strong>Recycling Container</strong></td>
<td>Contractor provided 50-gallon container with lid</td>
<td>Contractor provided 50-gallon container with lid</td>
<td>Contractor provided 50-gallon container with lid</td>
<td>Contractor provided 50-gallon container with lid</td>
</tr>
<tr>
<td><strong>Bulk Item</strong></td>
<td>One per week</td>
<td>One per week</td>
<td>One per week</td>
<td>One per week</td>
</tr>
</tbody>
</table>
Part 4

Detailed Specifications of Services to be Provided
Borough-Owned Facilities Solid Waste and Recycling Collection Service

4.01 Collection and Disposal of Refuse and Recyclables from Borough-Owned Facilities

A. Refuse Service
Contractor shall collect, convey, and dispose of refuse deposited into various trash containers at Borough-Owned locations as identified in Exhibit 3.

B. Recycling Materials
Contractor shall collect and convey recyclable materials as defined in Section 2.02 from the sites listed in Exhibit 3. Contractor will provide a dumpster for recyclables at each site for comingled collections of all approved recyclables.

C. Frequency of Service
Please refer to Exhibit 3, Borough-Owned Facilities Solid Waste and Recycling Collection Service Schedule of Locations and Solid Waste Pick-Up, for frequency of service.

D. Containers
Where cubic yard containers (dumpsters) are specified, it shall be the responsibility of the successful bidder to supply and maintain the dumpsters at no additional cost to the Borough in the size specified or larger at the successful bidder’s option.

E. Bid Price
Bidders shall state a total price per facility and lump sum price for each scheduled year of the contract. Said price shall be the sole payment for the total cost to pick-up, convey and dispose of solid waste from Borough-owned facilities and to provide a recycling collection service.

F. Compensation for Services
Borough shall pay Contractor monthly for services rendered.

4.02 Transportation, Sale, & Disposal of Materials Collected
Contractor shall transport the collected recyclable materials to a processing center or directly to recycling markets. Contractors shall take title to the recyclable materials upon their collection. Contractor may sell the recyclables for recycling and re-use, and the contractor shall retain the full proceeds of such sales. Contractor shall not commingle, combine, haul or contaminate recyclables with refuse. Failure to adhere to this requirement may lead to the imposition of penalties as set forth in Section 2.13. If Contractor takes exception to collect any recycled item outlined in this bid document, the item must be noted in the exception section of the bid. Although the Borough wishes to continue with its
present recycling program, it understands markets change from time-to-time and is willing to reduce its overall costs if a certain recycling item is cost prohibitive to recycle. **If the Contractor takes exception to any matter to be recycled, said matter shall be noted on the “Exception Page” of this document.**

Contractor shall transport collected refuse to a disposal site licensed by the Pennsylvania Department of Environmental Protection (DEP) and named in the Cumberland County Municipal Waste Management Plan. Cumberland County Ordinance and Municipal Waste Management Plan require municipal waste haulers to be registered. Contractor shall certify that a DEP-approved site will be utilized and that State, Federal, and Cumberland County laws, rules and regulations will be observed throughout the contract period.

### 4.03 Reports

Contractor shall, on or before the 10th day of each month, provide a report for the preceding month to the Borough, which shall be submitted in the form requested. Said report shall include the following information:

- Weight of recyclables; broken down by office paper and cardboard and all other materials.
- Weight of municipal waste disposed of from Borough-owned facilities identified for this contract.
- At the Borough’s option, weight slips documenting the delivery of wastes to a certified landfill and weight slips/receipts for recyclables delivered to a processing facility shall be submitted with each monthly report for the previous month.
- The name of the municipality (Borough of Carlisle).
- The contractor’s name.
- The month and year for which figures are being provided.
- A signature by an authorized representative of the contractor, attesting to the validity of the figures provided.

In addition, Contractor must comply with the reporting requirements of the Borough’s Solid Waste and Recycling ordinance and any other requirements specified by the Borough Manager, or his/her designee. However, the Borough of Carlisle may waive reporting requirements, if in the sole discretion of the Borough, Contractor is providing all required information to the County of Cumberland, and such reports are being furnished from the County to the Borough in a timely manner.
BIDDERS COMPLETE AND RETURN THIS SECTION

CONTRACT BOC 12-19

PART 5, BASE BID

PROPOSAL (AND CONTRACT AGREEMENT WHEN SIGNED)

Proposal Form – Residential Solid Waste, Recycling and One Bulk Item Per Week Collection Service

(NOTE: Contractors must bid on all Parts and Alternatives)

To the Borough of Carlisle, Cumberland County, Pennsylvania

The undersigned*

________________________________________________________________________

__________________________________________  Phone: ________________________

__________________________________________  Fax: ____________________________

__________________________________________  E-Mail: _________________________

If this Proposal is accepted, does hereby agree to furnish all items and to provide and furnish all labor, tools, fuel, equipment, utility, transportation services and materials as required for the performance of this Contract, in complete accordance with the Contract Documents at the price(s) given herein below:

**BASE BID -- Residential Solid Waste in Pay-As-You-Throw Bag, Recycling and One Bulk Item Per Week Collection Service**

**PART 5, BASE BID PRICES**

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Unit Price Per 35-Gallon Bag</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In Figures</td>
</tr>
<tr>
<td>January 1, 2020 – December 31, 2020</td>
<td>$ _________ / Bag</td>
</tr>
<tr>
<td>January 1, 2021 – December 31, 2021</td>
<td>$ _________ / Bag</td>
</tr>
<tr>
<td>January 1, 2022 – December 31, 2022</td>
<td>$ _________ / Bag</td>
</tr>
</tbody>
</table>

**ALTERNATE BID 5.A.1 – Flat Rate Residential Solid Waste (Four Containers or less), Recycling and One Bulk Item Per Week Collection Service**

**PART 5.A.1, ALTERNATE BID PRICES**

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Unit Price Per Dwelling Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In Figures</td>
</tr>
<tr>
<td>January 1, 2020 – December 31, 2020</td>
<td>$ _________ / Quarter</td>
</tr>
<tr>
<td>January 1, 2021 – December 31, 2021</td>
<td>$ _________ / Quarter</td>
</tr>
<tr>
<td>January 1, 2022 – December 31, 2022</td>
<td>$ _________ / Quarter</td>
</tr>
</tbody>
</table>
**PART 5.A.2, ALTERNATE BID PRICES**

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Unit Price Per Dwelling Unit</th>
<th>In Figures</th>
<th>In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2020 – December 31, 2020</td>
<td>$ ________ / Quarter</td>
<td>____________________</td>
<td></td>
</tr>
<tr>
<td>January 1, 2021 – December 31, 2021</td>
<td>$ ________ / Quarter</td>
<td>____________________</td>
<td></td>
</tr>
<tr>
<td>January 1, 2022 – December 31, 2022</td>
<td>$ ________ / Quarter</td>
<td>____________________</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Unit Price Per Tag-A-Bag</th>
<th>In Figures</th>
<th>In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2020 – December 31, 2020</td>
<td>$ ________ / Bag</td>
<td>____________________</td>
<td></td>
</tr>
<tr>
<td>January 1, 2021 – December 31, 2021</td>
<td>$ ________ / Bag</td>
<td>____________________</td>
<td></td>
</tr>
<tr>
<td>January 1, 2022 – December 31, 2022</td>
<td>$ ________ / Bag</td>
<td>____________________</td>
<td></td>
</tr>
</tbody>
</table>

**PART 5.A.3, ALTERNATE BID PRICES**

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Unit Price Per 35-Gallon Bag</th>
<th>In Figures</th>
<th>In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2020 – December 31, 2020</td>
<td>$ ________ / Bag</td>
<td>____________________</td>
<td></td>
</tr>
<tr>
<td>January 1, 2021 – December 31, 2021</td>
<td>$ ________ / Bag</td>
<td>____________________</td>
<td></td>
</tr>
<tr>
<td>January 1, 2022 – December 31, 2022</td>
<td>$ ________ / Bag</td>
<td>____________________</td>
<td></td>
</tr>
</tbody>
</table>

Bidder provide Description of Recycling Container: _______________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

OPTION SELECTED: __________________________ ACCEPTED BY: Borough of Carlisle

By: ______________________________________

Attested: __________________________________
Secretary
The undersigned bidder declares he/she has carefully examined the Contract Documents and thoroughly understands their stipulations, requirements, and provisions.

*NOTE: The bidder's name and address must be inserted here and, in case of a firm or partnership, the name and address of each and every member of the firm or partnership must be inserted, and in the case of a corporation, the complete legal name and address of such corporation and the state where incorporated must be inserted, together with the names, addresses, and titles of the principal officers of the corporation who are authorized to act on behalf of such Corporation, with Corporate Seal affixed.

**Proposal Form - Residential Solid Waste, Recycling and One Bulk Item Per Week Collection Service**


The cost of any work performed, materials furnished including sales and use taxes, tipping fees, transportation fees, services provided or expenses incurred for work required in the Contract Documents but for which no special pay item has been provided for herein shall be deemed to have been included in the prices bid in this Proposal Form.

If this Proposal shall be accepted by the Borough and the bidder shall refuse or neglect, within twenty (20) days after due notice that the Contract has been awarded to him/her, such time being of the essence, to proceed with the execution of the Contract, then the certified check or bid bond accompanying this Proposal shall be forfeited and retained by the Borough as liquidated damages and shall be paid into the funds of the Borough.

The Borough may cause any notice and return of certified checks and bid bonds intended for the undersigned to be delivered at or sent, postpaid, by mail to:

__________________________________________

__________________________________________

Acknowledgment is hereby made of the receipt of Addendum as follows: (If none received, write "None")

__________________________________________

__________________________________________

The undersigned states that there are no persons interested as principals in this Proposal other than those named herein.
This Proposal is made without any connection with any other person making a proposal or bid for the same purpose and is, in all respects, fair and without collusion or fraud.

Bidder’s Name
(If an Individual or Partnership)

____________________________

____________________________

____________________________

By: ________________________
President

Attest: _____________________
Secretary

Date: _______________________
(Corporate Seal)
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal; and

as Surety; are held and firmly bound unto the Borough of Carlisle in the sum of ($  ) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and Sealed this ______ day of _________, 2019

The condition of this obligation is such, that whereas the Principal has submitted or is about to submit to the Borough of Carlisle a proposal for Contract No. 12-19 entitled Solid Waste & Recycling Collection Services for the period January 1, 2020 thru December 31, 2022.

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver an agreement in the form required by the Contract Documents (properly completed in accordance with said bid) and shall furnish a bond for its faithful performance of said agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

IN WITNESS WHEREOF, this instrument is executed this the __________ day of ____________________, 20 ____________.

Principal ____________________________

By ____________________________

Title ____________________________

Address ____________________________ Attest: ______________ (SEAL)

______________________________ Witness: ____________________________

Surety ____________________________

Attorney-in-fact*: ____________________________

By ____________________________

Address ____________________________ Attest: ______________ (SEAL)

______________________________ Witness: ____________________________

*Power of attorney must be attached.
EXHIBIT 1

COLLECTION ROUTES
BOROUGH OF CARLISLE
CONTRACT BOC 12-19
EXHIBIT 1-1: MONDAY ROUTE
(Shown as Blue Streets)
BOROUGH OF CARLISLE
CONTRACT BOC 12-19
EXHIBIT 1-2: TUESDAY ROUTE
(Shown as Orange Streets)

2019-Tues garbage pickup routes-Orange
BOROUGH OF CARLISLE
CONTRACT BOC 12-19
EXHIBIT 1-3: WEDNESDAY ROUTE
(Shown as Brown Streets)
BOROUGH OF CARLISLE
CONTRACT BOC 12-19
EXHIBIT 1-3: WEDNESDAY ROUTE (Continued):
(Shown as Brown Streets)

2019-Wed garbage pickup routes-Brown
BOROUGH OF CARLISLE
CONTRACT BOC 12-19
EXHIBIT 1-4: THURSDAY ROUTE
(Shown as Red Streets)
BOROUGH OF CARLISLE
CONTRACT BOC 12-19
EXHIBIT 1-5: FRIDAY ROUTE
(Shown as Green Streets)
Proposal Form - Residential Solid Waste and Recycling Collection Service  
(Borough-Owned Street Cans)  
(Note: Contractors who bid on this item (Part 5B) must also bid on (Part 5), Residential Solid Waste, Recycling and One Bulk Item Per Week Collection Service)

To the Borough of Carlisle, Cumberland County, Pennsylvania

The undersigned*

Contact Person:  
Phone:  
Fax:  
E-Mail:

If this Proposal is accepted, does hereby agree to furnish all items and to provide and furnish all labor, tools, equipment, utility, transportation services, fuel and materials as required for the performance of this Contract, in complete accordance with the Contract Documents at the price(s) given herein below:

**Bid -- Residential Solid Waste and Recycling Collection Service  
(Borough-Owned Street Cans)**

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Unit Price for all containers (lump sum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2020 – December 31, 2020</td>
<td>$ __________________ ____________________</td>
</tr>
<tr>
<td>January 1, 2021 – December 31, 2021</td>
<td>$ __________________ ____________________</td>
</tr>
<tr>
<td>January 1, 2022 – December 31, 2022</td>
<td>$ __________________ ____________________</td>
</tr>
</tbody>
</table>

ACCEPTED BY: Borough of Carlisle

By: ________________________________

Attested: ____________________________
Secretary
The undersigned bidder declares he/she has carefully examined the Contract Documents and thoroughly understands their stipulations, requirements, and provisions.

*NOTE:* The bidder's name and address must be inserted here and, in case of a firm or partnership, the name and address of each and every member of the firm or partnership must be inserted, and in the case of a corporation, the complete legal name and address of such corporation and the state where incorporated must be inserted, together with the names, addresses, and titles of the principal officers of the corporation who are authorized to act on behalf of such Corporation, with Corporate Seal affixed.

The cost of any work performed, materials furnished including sales and use taxes, tipping fees, transportation fees, services provided or expenses incurred for work required in the Contract Documents but for which no special pay item has been provided for herein shall be deemed to have been included in the prices bid in this Proposal Form.

If this Proposal shall be accepted by the Borough and the bidder shall refuse or neglect, within fifteen (15) days after due notice that the Contract has been awarded to him/her, such time being of the essence, to proceed with the execution of the Contract, then the certified check or bid bond accompanying this Proposal shall be forfeited and retained by the Borough as liquidated damages and shall be paid into the funds of the Borough.

The Borough may cause any notice and return of certified checks and bid bonds intended for the undersigned to be delivered at or sent, postpaid, by mail to:

Acknowledgment is hereby made of the receipt of Addendum as follows: (If none received, write "None")

The undersigned states that there are no persons interested as principals in this Proposal other than those named herein.

This Proposal is made without any connection with any other person making a proposal or bid for the same purpose and is, in all respects, fair and without collusion or fraud.

Bidder’s Name
(If an Individual or Partnership)

Bidder’s Name
(If a Corporation)

By: __________________________________________
President

Attest: _______________________________________
Secretary

Date: _______________________________________
(Corporate Seal)
**EXHIBIT 2**

*Proposal Form - Residential Solid Waste and Recycling Collection Service (Borough-Owned Street Cans)*

**SCHEDULE OF LOCATIONS AND SOLID WASTE PICK-UP FREQUENCY**

<table>
<thead>
<tr>
<th>Location</th>
<th>Trash Container</th>
<th>Pick-Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Downtown: 30-gallon containers along High &amp; Hanover Streets including Veteran’s Square (subject to tag system)</td>
<td>35 containers (Approx.)</td>
<td>3 times/week Mon-Wed-Fri. Plus 3 on-call pickups for special occasions per contract year (dates to be determined by Borough with 15 day advance notice to the contractor).</td>
</tr>
<tr>
<td>Parking Lots – 3 lots (subject to tag system)</td>
<td>2 containers (Approx.)</td>
<td>3 times/week -- Mon-Wed-Fri</td>
</tr>
<tr>
<td>Lots Located:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Louther Street (South)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>East Louther Street (South)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Pomfret Street</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Proposal Form - Borough-Owned Facilities Solid Waste and Recycling Collection Service

To the Borough of Carlisle, Cumberland County, Pennsylvania

The undersigned*

Contact Person: ____________________________
Phone: ____________________________
Fax: ____________________________
E-Mail: ____________________________

If this Proposal is accepted, does hereby agree to furnish all items and to provide and furnish all labor, tools, equipment, utility, transportation services, fuel and materials as required for the performance of this Contract, in complete accordance with the Contract Documents at the price(s) given herein below:

BID - Borough-Owned Facilities Solid Waste and Recycling Collection Service

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Unit Price In Figures (lump sum)</th>
<th>In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2020 – December 31, 2020</td>
<td>$ ____________________________</td>
<td></td>
</tr>
<tr>
<td>January 1, 2021 – December 31, 2021</td>
<td>$ ____________________________</td>
<td></td>
</tr>
<tr>
<td>January 1, 2022 – December 31, 2022</td>
<td>$ ____________________________</td>
<td></td>
</tr>
</tbody>
</table>

ACCEPTED BY: Borough of Carlisle

By: ____________________________

Attested: ____________________________
Secretary

Seal

The undersigned bidder declares he/she has carefully examined the Contract Documents and thoroughly understands their stipulations, requirements, and provisions.
*NOTE:* The bidder's name and address must be inserted here and, in case of a firm or partnership, the name and address of each and every member of the firm or partnership must be inserted, and in the case of a corporation, the complete legal name and address of such corporation and the state where incorporated must be inserted, together with the names, addresses, and titles of the principal officers of the corporation who are authorized to act on behalf of such Corporation, with Corporate Seal affixed.
BOC- 12-19

Proposal Form - Borough-Owned Facilities Solid Waste and Recycling Collection Service
Itemization of Lump Sum Price

FOR THE CALENDAR YEAR 2020

<table>
<thead>
<tr>
<th>Location</th>
<th>Trash Hauling Price/Month</th>
<th>Recycling Price/Month</th>
<th>Total Price/Month</th>
<th># of Mos.</th>
<th>Total Annual Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borough Hall</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 12</td>
<td>$_________</td>
</tr>
<tr>
<td>Borough Garage</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 12</td>
<td>$_________</td>
</tr>
<tr>
<td>Community Center</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 12</td>
<td>$_________</td>
</tr>
<tr>
<td>Police Department</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 12</td>
<td>$_________</td>
</tr>
<tr>
<td>Water Plant</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 12</td>
<td>$_________</td>
</tr>
<tr>
<td>Sewer Plant</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 12</td>
<td>$_________</td>
</tr>
<tr>
<td>LeTort Park</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 9</td>
<td>$_________</td>
</tr>
<tr>
<td>Valley Meadows Park</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 9</td>
<td>$_________</td>
</tr>
<tr>
<td>Recreation Garage</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 12</td>
<td>$_________</td>
</tr>
<tr>
<td>Swimming Pool</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 5</td>
<td>$_________</td>
</tr>
<tr>
<td>Old Graveyard</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 12</td>
<td>$_________</td>
</tr>
<tr>
<td>Union Cemetery</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x 12</td>
<td>$_________</td>
</tr>
<tr>
<td><strong>Total Lump Sum Price</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Total Lump Sum Price in written form: ____________________________

ACCEPTED BY: Borough of Carlisle

By: ____________________________

Attested: ____________________________

Secretary

Seal
## Proposal Form - Borough-Owned Facilities Solid Waste and Recycling Collection Service

### Itemization of Lump Sum Price

**FOR THE CALENDAR YEAR 2021**

### SCHEDULE OF QUANTITIES, PRICES AND TOTAL ANNUAL BID

<table>
<thead>
<tr>
<th>Location</th>
<th>Trash Hauling Price/Month</th>
<th>Recycling Price/Month</th>
<th>Total Price/Month</th>
<th># of Mos.</th>
<th>Total Annual Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borough Hall</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x12</td>
<td>$_________</td>
</tr>
<tr>
<td>Borough Garage</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x12</td>
<td>$_________</td>
</tr>
<tr>
<td>Community Center</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x12</td>
<td>$_________</td>
</tr>
<tr>
<td>Police Department</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x12</td>
<td>$_________</td>
</tr>
<tr>
<td>Water Plant</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x12</td>
<td>$_________</td>
</tr>
<tr>
<td>Sewer Plant</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x12</td>
<td>$_________</td>
</tr>
<tr>
<td>LeTort Park</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x9</td>
<td>$_________</td>
</tr>
<tr>
<td>Valley Meadows Park</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x9</td>
<td>$_________</td>
</tr>
<tr>
<td>Recreation Garage</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x12</td>
<td>$_________</td>
</tr>
<tr>
<td>Swimming Pool</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x5</td>
<td>$_________</td>
</tr>
<tr>
<td>Old Graveyard</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x12</td>
<td>$_________</td>
</tr>
<tr>
<td>Union Cemetery</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>x12</td>
<td>$_________</td>
</tr>
<tr>
<td><strong>Total Lump Sum Price</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$_________</td>
</tr>
</tbody>
</table>

**Total Lump Sum in written form:**

---

**ACCEPTED BY: Borough of Carlisle**

By: 

Attested: 

Secretary

Seal
BOC- 12-19

Proposal Form - Borough-Owned Facilities Solid Waste and Recycling Collection Service
Itemization of Lump Sum Price

FOR THE CALENDAR YEAR 2022

SCHEDULE OF QUANTITIES, PRICES AND TOTAL ANNUAL BID

<table>
<thead>
<tr>
<th>Location</th>
<th>Trash Hauling Price/Month</th>
<th>Recycling Price/Month</th>
<th>Total Price/Month</th>
<th># of Mos.</th>
<th>Total Annual Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borough Hall</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 12</td>
<td>$ ___________</td>
</tr>
<tr>
<td>Borough Garage</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 12</td>
<td>$ ___________</td>
</tr>
<tr>
<td>Community Center</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 12</td>
<td>$ ___________</td>
</tr>
<tr>
<td>Police Department</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 12</td>
<td>$ ___________</td>
</tr>
<tr>
<td>Water Plant</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 12</td>
<td>$ ___________</td>
</tr>
<tr>
<td>Sewer Plant</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 12</td>
<td>$ ___________</td>
</tr>
<tr>
<td>LeTort Park</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 9</td>
<td>$ ___________</td>
</tr>
<tr>
<td>Valley Meadows Park</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 9</td>
<td>$ ___________</td>
</tr>
<tr>
<td>Recreation Garage</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 12</td>
<td>$ ___________</td>
</tr>
<tr>
<td>Swimming Pool</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 5</td>
<td>$ ___________</td>
</tr>
<tr>
<td>Old Graveyard</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 12</td>
<td>$ ___________</td>
</tr>
<tr>
<td>Union Cemetery</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>x 12</td>
<td>$ ___________</td>
</tr>
<tr>
<td>Total Lump Sum Price</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ ___________</td>
</tr>
</tbody>
</table>

Total Lump Sum Price in written form: ________________________________

ACCEPTED BY: Borough of Carlisle

By: ________________________________

Attested: ________________________________

Secretary

Seal
Proposal Form - Borough-Owned Facilities Solid Waste and Recycling Collection Service  
Contract BOC- 12-19

The cost of any work performed, materials furnished including sales and use taxes, tipping fees, transportation fees, services provided or expenses incurred for work required in the Contract Documents but for which no special pay item has been provided for herein shall be deemed to have been included in the prices bid in this Proposal Form.

If this Proposal shall be accepted by the Borough and the bidder shall refuse or neglect, within fifteen (15) days after due notice that the Contract has been awarded to him/her, such time being of the essence, to proceed with the execution of the Contract, then the certified check or bid bond accompanying this Proposal shall be forfeited and retained by the Borough as liquidated damages and shall be paid into the funds of the Borough.

The Borough may cause any notice and return of certified checks and bid bonds intended for the undersigned to be delivered at or sent, postpaid, by mail to:

________________________

Acknowledgment is hereby made of the receipt of Addendum as follows:  (If none received, write "None")

________________________

The undersigned states that there are no persons interested as principals in this Proposal other than those named herein.

This Proposal is made without any connection with any other person making a proposal or bid for the same purpose and is, in all respects, fair and without collusion or fraud.

Bidder’s Name  
(If an Individual or Partnership)  

Bidder’s Name  
(If a Corporation)

________________________

________________________

________________________

________________________

By:  
President
Attest: ____________________________

Secretary

Date: ____________________________

(Corporate Seal)
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal;
and

as Surety; are held and firmly bound unto the Borough of Carlisle in the sum of

($  ) for the payment of which the Principal and the Surety bind themselves

their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and Sealed day of , 2019

this

The condition of this obligation is such, that whereas the Principal has submitted or is about to submit to the Borough of Carlisle a proposal for entitled Contract No. ____________

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into a Contract in writing and give bond with surety acceptable to the Borough of Carlisle for the faithful performance
of the contract, or complete the contract, then this obligation shall be void, otherwise to remain in full force and effect.

________________________________________ (L.S.)
Principal

________________________________________
Surety

________________________________________
By Attorney(s) in Fact
## EXHIBIT 3

**Proposal Form - Borough-Owned Facilities Solid Waste and Recycling Collection Service**

### Schedule Of Locations And Solid Waste Pick-Up Frequency

<table>
<thead>
<tr>
<th>Location</th>
<th>Trash Container</th>
<th>Pick-Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borough Hall</td>
<td>3 c.y.</td>
<td>2 times/week — Mon. &amp; Thur. or Tue. &amp; Fri.</td>
</tr>
<tr>
<td>Borough Garage</td>
<td>3 c.y.</td>
<td>2 times/week — Mon. &amp; Thur. or Tue. &amp; Fri.</td>
</tr>
<tr>
<td>Community Center</td>
<td>4 c.y.</td>
<td>2 times/week — Mon. &amp; Thur. or Tue. &amp; Fri.</td>
</tr>
<tr>
<td>Police Department</td>
<td>3 c.y.</td>
<td>2 times/week — Mon. &amp; Thur. or Tue. &amp; Fri.</td>
</tr>
<tr>
<td>Water Plant</td>
<td>2 c.y.</td>
<td>2 times/week — Mon. &amp; Thur. or Tue. &amp; Fri.</td>
</tr>
<tr>
<td>Sewer Plant</td>
<td>3 c.y.</td>
<td>2 times/week — Mon. &amp; Thur. or Tue. &amp; Fri.</td>
</tr>
<tr>
<td>LeTort Park (with Locks)</td>
<td>4 c.y.</td>
<td>1 times/week — Mon-Wed-Fri from 03/01 to 10/30. Dumpster to be removed on 10/30 and returned 03/01 or locked.</td>
</tr>
<tr>
<td>Valley Meadows Park (with Locks)</td>
<td>3 c.y.</td>
<td>2 times/week — Mon. &amp; Thur. or Tue. &amp; Fri. from 03/01 to 10/30. Dumpster to be removed on 10/30 and returned 03/01 or locked.</td>
</tr>
<tr>
<td>Recreation Garage</td>
<td>4 c.y.</td>
<td>2 times/week — Mon. &amp; Thur. or Tue. &amp; Fri.</td>
</tr>
<tr>
<td>Swimming Pool (with Locks)</td>
<td>4 c.y.</td>
<td>2 times/week — Mon-Wed-Fri from 05/01 to 09/30. Dumpster to be removed on Sep 30 and returned May 1 or locked.</td>
</tr>
<tr>
<td>Old Graveyard</td>
<td>2 toters</td>
<td>3 times/week—Mon and Fri—May 1 to Sep 30 1 time/week—Mon from Oct. 1 to Apr 30</td>
</tr>
<tr>
<td>Union Cemetery</td>
<td>2 toters</td>
<td>4 times/week—Mon and Fri—May 1 to Sep 30 1 time/week—Mon from Oct. 1 to Apr 30</td>
</tr>
</tbody>
</table>

### Schedule Of Locations And Recycling Pick-Up

<table>
<thead>
<tr>
<th>Location</th>
<th>Recycling Container</th>
<th>Pick-Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borough Hall</td>
<td>3 c.y.</td>
<td>1 time/week</td>
</tr>
<tr>
<td>Borough Garage</td>
<td>3 c.y.</td>
<td>1 time/week</td>
</tr>
<tr>
<td>Community Center</td>
<td>3 c.y.</td>
<td>1 time/week</td>
</tr>
<tr>
<td>Police Department</td>
<td>3 c.y.</td>
<td>1 time/week</td>
</tr>
<tr>
<td>Water Plant</td>
<td>2 c.y.</td>
<td>1 time/week</td>
</tr>
<tr>
<td>Sewer Plant</td>
<td>2 c.y.</td>
<td>1 time/week</td>
</tr>
<tr>
<td>Location</td>
<td>Frequency</td>
<td>Collection Dates</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------</td>
<td>------------------</td>
</tr>
<tr>
<td>LeTort Park</td>
<td>2 c.y.</td>
<td>03/01 to 10/30</td>
</tr>
<tr>
<td>Valley Meadows Park</td>
<td>2 c.y.</td>
<td>03/01 to 10/30</td>
</tr>
<tr>
<td>Recreation Garage</td>
<td>2 c.y.</td>
<td>03/01 to 10/30</td>
</tr>
<tr>
<td>Swimming Pool</td>
<td>2 c.y.</td>
<td>05/01 to 9/30</td>
</tr>
</tbody>
</table>
DECLINATION TO BID

CONTRACT 12-19

Proposal Form - Residential Solid Waste, Recycling and One Bulk Item Per Week Collection Service

and

Proposal Form - Borough-Owned Facilities Solid Waste and Recycling Collection Service

COMPANY NAME:

________________________________________

CONTACT PERSON:

________________________________________

ADDRESS:

________________________________________

________________________________________

________________________________________

PHONE:

________________________________________

FAX:

________________________________________

Please check here if declining to bid on this contract and return this form to the Borough of Carlisle, 53 W. South Street, Carlisle, PA 17013. Part 5 & 5A and/or Part 6

Please check here if you want to remain on our bidder’s list. _____
Proposal Form – *Residential Solid Waste, Recycling and One Bulk Item Per Week Collection Service*

and

Proposal Form – *Borough-Owned Facilities Solid Waste and Recycling Collection Service*

Please return any exceptions to the bid document on this page. Add additional pages if needed.
(IMPORTANT – Each bidder must truthfully and fully complete this questionnaire. Attach supplemental page(s) if necessary.

1. Methods to be used in disposing of the material, including a detailed description of manpower to be dedicated to Carlisle Borough (attach additional sheet, if necessary).

2. Precise location of plant or disposal area (must conform to the Cumberland County Solid Waste Management Plan):

Approximate acreage: 

Improvements thereon: 

Owned or leased: 

If leased, give name and address of lesser and terms of lease: 
3. Methods, apparatus and equipment to be used for the elimination and control of nuisances which may arise during the process of collection, treating and disposal of material: (set forth in detail)

____________________________________________________________________

____________________________________________________________________

4. Number and Description of Vehicles:

<table>
<thead>
<tr>
<th>Make &amp; Year Model</th>
<th>Type of Body</th>
<th>Capacity</th>
<th>Present Condition</th>
<th>Present Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Experience in the collection and disposal of municipal solid waste. How many years have you engaged in the business and disposal of these material? ______________

What municipal contracts similar to this have you had within the last ten (10) years?

<table>
<thead>
<tr>
<th>Name of Municipality</th>
<th>Date of Contract</th>
<th>Term of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Have you ever defaulted in any of the aforementioned contracts? _____

If so, give details. __________________________________________________________

____________________________________________________________________
6. Have there been any judgments or are there any unsatisfied judgments entered against you within the past five (5) years? 

If so, give details.

7. Give address and telephone number of local office. If none now exists, indicate proposed location and name of staff personnel in charge. Also, list office hours and personal phone number of bidder.

8. Attach hereto, a full and complete statement under notarized oath of financial operating statement for prior year's operation. Setting forth all costs and revenue information necessary to determine financial responsibility of the bidder.

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

Date Company

By: (Printed Name)

, being duly sworn according to law, deposes

Title

And says that the facts and answers in the foregoing questionnaire are true and correct to the best of his/her knowledge, information and belief.

(Signature)

Sworn to and subscribed before me
This _______ day of ______________ 201 _.

________________________________________
Notary Public