

# BOROUGH OF SHIPPENSBURG



111 North Fayette Street  
P.O. Box 129  
Shippensburg, Pennsylvania 17257

## SPECIFICATIONS, PROPOSAL, AND CONTRACT FOR “2018, 2019 & 2020 DISPOSAL OF REFUSE” WITHIN BOROUGH OF SHIPPENSBURG CUMBERLAND AND FRANKLIN COUNTIES

ISSUED

November 2, 2017

Bids for “**2018, 2019 & 2020 Disposal of Refuse**”  
**must** be received by the Borough of Shippensburg  
before 3:00 p.m., legal time, November 16, 2017 at the Borough office at  
111 North Fayette Street, P.O. Box 129., Shippensburg, Pennsylvania 17257.

For further information please contact:

Mr. John M. Epley, Borough Manager  
717-532-2147  
[jepley@shippensburg.pa.us](mailto:jepley@shippensburg.pa.us)

**NOTICE – SEEKING BIDS**

**Disposal of Refuse**

The Borough of Shippensburg is accepting sealed bids for:

**2018, 2019 & 2020 Disposal of Refuse from the Borough of Shippensburg**

A complete proposal packet may be obtained from:

John M. Epley, Borough Manager  
Borough of Shippensburg  
111 North Fayette Street  
P.O. Box 129  
Shippensburg, PA 17257  
Phone: (717) 532-2147

The Borough of Shippensburg reserves the right to reject any or all bids; to waive any defects, errors, omissions, irregularities or informalities in a Bid or the Bid procedure; and to accept any Bid which it may deem to be for or in the best interest of the Borough of Shippensburg.

There will not be a Pre-Bid meeting to discuss this Bid and Agreement.

The apparent low bidder will provide Borough staff with a tour of the disposal facilities, to verify acceptable conditions. Failure to comply with this provision is grounds for dismissal of the Bid Proposal.

Performance Bonds, and Payment Bonds are not required for this Bid.

Bids shall be submitted only on the Bid Form included in the Bidding Documents. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete or make additions to the wording of any of the Bidding Documents, including the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a bid may be cause for rejection of the bid. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

Bids will be received at the Borough Office (address above) until 3:00 PM on November 16, 2017, at which time bids will be opened and reviewed for submittal to the Shippensburg Borough Council for subsequent award at a public meeting. Any Bid received after said date and time will be returned unopened. All bids must be in a sealed envelope clearly marked “Bid for Borough of Shippensburg”, bearing the name of the bidder and **“2018, 2019 & 2020 Disposal of Refuse”**. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **“BID ENCLOSED”** on the face of it. Please mail bids to Attention: John M. Epley, Borough Manager.

Bids may be taken under advisement and the award of the contract, **if awarded**, will be made within forty-five (45) days after the date of the opening of the Bids. The Borough reserves the right to formally reject all bids, or accept a Bid and award a Contract by public announcement at a regular meeting of the Borough Council.

# INSTRUCTIONS TO BIDDERS

## 1. Project Overview

The Borough of Shippensburg (the “Borough”) is seeking bids from qualified bidders for the following service and as further described in the Specifications herein:

### **2018, 2019 & 2020 Disposal of Refuse from the Borough of Shippensburg**

The Borough intends to award a thirty-six (36) month agreement for calendar years 2018, 2019 and 2020 (January 1, 2018 through December 31, 2020) to accept and dispose of unprocessed Municipal Waste at the Bidder’s disposal facility as further described in the Specifications. The Municipal Waste will be collected from Borough customers by Borough vehicles and transported to the Bidder’s facility by the Borough.

Additionally, from time to time, the Borough will request acceptance and disposal of class A bio-solids. The bio-solids are processed through a belt filter press, utilizing lime stabilization, to an ultimate thickness of approximately 25% solids. The bio-solids are stored at the Borough’s treatment facility, and the Bidder will be requested to transport the bio-solids from the Borough’s storage facility to Bidder’s facility utilizing “roll off” dumpsters. Borough staff will be responsible for loading bio-solids into the respective “roll off” dumpsters.

## 2. Bidding Documents

The Bidding Documents include the following documents:

- Notice / Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Specifications
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder’s Questionnaire
- Proposal
- Agreement
- Receipt of Confirmation of Bidding and Contract Documents
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)

## 3. Copies of Bidding Documents

A complete set of Bidding Documents may be obtained by the Bidder at:

Borough of Shippensburg  
111 North Fayette Street  
P.O. Box 129  
Shippensburg, PA 17257.

All prospective bidders who obtained the Bidding Documents electronically (e-mail, fax etc.) must fax or scan and send via email a “Receipt of Confirmation” form no later than 11:00 AM on November 14, 2017, to John M. Epley, Borough Manager at (717) 532-2147.

Complete sets of the Bidding Documents shall be used in preparing the Bid. The Borough does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**4. Contractor**

The successful bidder will be known as the Contractor. The successful bidder to whom a contract (the “Agreement”) is awarded will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable Borough ordinances, rules and regulations.

**5. Qualifications of Bidders**

To demonstrate Bidder’s qualifications to perform the Work, the Bidder shall submit with the Bid a completed Bidder’s Questionnaire, as contained in the Bidding Documents.

Submission of financial information is not required with the Bid, however, the Borough reserves the right to request such information within five (5) calendar days after the Bid opening date.

Each Bid must contain evidence of Bidder’s qualification to do business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to and as a condition of the award for the Contract.

No bid will be accepted from, nor will any contract be awarded to any person who is in arrears with the Borough upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said Borough or whose work has heretofore proved unsatisfactory or dilatory.

**6. Interpretations and Addenda**

Any questions or requests for interpretation of any provision of the Bidding Documents or Specifications shall be made to Mr. John M. Epley, Borough Manager, at 717-532-2147, or [jepley@shippensburg.pa.us](mailto:jepley@shippensburg.pa.us) at least five (5) days prior to the submission deadline.

The Borough may issue an Addendum if deemed necessary by the Borough to address or clarify the Bidding Documents up to four (4) days prior to the submission deadline. Questions received after five (5) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations or clarifications will not be binding or legally effective. A Bidder who fails to acknowledge receipt of any such Addendum with its Bid, as documented in a “Receipt of Addenda” form will be construed as though the Addendum had been received and acknowledged.

**7. Security**

A Bid Bond, Performance Bond and Payment Bond are not required for this Bid or Agreement.

**8. Proposal Form**

The Bid price of each item on the Proposal form must be stated in numerals and, if required, in words. Subject to the Borough’s right to correct a Bidder’s mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.

The Proposal Form (hereinafter the “Bid”) of an individual must be signed by the individual person. The Bid of a partnership must state the names of each partner and it must be signed by at least one partner. The Bid of a corporation must show the State of incorporation and must be signed by the President, Vice President, or any other employee duly authorized pursuant to a corporate resolution. Bids signed by employees other than the President or Vice President shall include a resolution demonstrating that employee is indeed authorized to act on behalf of and to bind the corporation. All names must be typed or printed below each signature. Bid prices shall be inclusive and shall include, if applicable, all taxes of whatever nature. Submission of prices for Alternates, if any, is mandatory.

The following should be considered by the Bidder with Bid submission, if applicable:

**Tax:** Pennsylvania sales tax is **not** to be included in the bid. Tax exemption certificate will be furnished to the Contractor. The Borough is sales tax exempt. However, the Contractor is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this Agreement. Bidder shall obtain legal advice to determine how and to what extent the Borough's tax exemption may be utilized by the Contractor. The Borough will provide, at the Contractor's request, documentation required to obtain applicable tax exemptions.

**Class "A" Bio-solids:** Analytical information and data relative to the class A bio-solids is available upon request. Bidder is encouraged to request the information and data no later than five days prior to Bid opening.

## 9. Submission of Bids

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked "Bid for Borough of Shippensburg", bearing the name of the bidder and "**2018, 2019 & 2020 Disposal of Refuse**". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention: John M. Epley, Borough Manager. The Bidder is solely responsible for delivering Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice.

The following completed documents are to be submitted with the Bid and will become a condition of the Bid:

- Proposal
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder's Questionnaire, with supporting information
- Receipt of Addenda (if applicable)

Bidders may provide comments to clarify or describe their technical offer, but Bidders cannot change, modify, delete or make additions to the wording to any of the Bidding Documents, including but not limited to the Agreement, General Conditions, or the Proposal form. **Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause for rejection of the bid.** Any questions regarding the Bidding Documents shall be submitted as a request for interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, including any Addenda or Memorandum and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress, or performance of the services, visit the Borough of Shippensburg to become familiar with the local conditions;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or the performance of the Work;
- D. carefully study and correlate the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Borough of Shippensburg, with the Bidding Documents;

- E. promptly give the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Borough is acceptable to Bidder; and
- F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

**10. Modification and Withdrawal of Bids**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State, or local laws and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid, if bid security is required.

**11. Bids to Remain Subject to Acceptance**

Bids shall remain open for a period of forty five (45) days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of one hundred twenty (120) days from the date of Bid opening. The Borough will either award the Agreement within the applicable time period or reject all Bids, returning the Bid security to the Bidders. Thirty (30) day extensions of the date for the award may be made by the mutual written consent of the Borough and the apparent successful Bidder.

**12. Award of Contract**

The Borough reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder, if the Borough believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Borough. The Borough also reserves the right to waive all irregularities or informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder.

The Borough, in determining which bid is in the best interest of the Borough, may take into consideration the Borough's incurred costs relating to the distance from the Borough to the bidder's Municipal Waste processing and disposal facility. Additionally, the apparent low Bidder will provide Borough staff with a tour of the disposal facilities, to verify acceptable conditions. Failure to comply with this provision is grounds for dismissal of the Bid Proposal.

The Borough will correct discrepancies in Bidder's mathematical totals. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

In evaluating Bids, the Borough may conduct such investigations as the Borough deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-contractors, suppliers, and other persons and organizations to perform and furnish the Goods in accordance with the Bidding Documents to the Borough's satisfaction within the prescribed time. The Borough reserves the right to interview bidders.

If the Contract (the “Agreement”) is to be awarded, the Borough will give the apparent successful Bidder a Notice of Intent to Award.

The Borough reserves the right to withdraw from the contract, without penalty or fee, provided that a sixty day written notice is provided to the Contractor.

**13. Signing of Agreement**

When the Borough gives a Notice of Intent to Award to the apparent successful Bidder, it will be accompanied by three (3) unsigned counterparts of the Agreement (each with a copy of the Bid submission). Within fifteen (15) days thereafter, apparent successful Bidder shall sign and deliver to the Borough the three (3) signed counterparts of the Agreement accompanied by the required insurance certificate(s). The Agreement may be cancelled, at the discretion of the Borough, if the apparent successful Bidder does not execute, and deliver to the Borough, the Agreement and insurance certificate(s), within fifteen (15) days from the date of the Notice of Intent to Award.

## GENERAL TERMS AND CONDITIONS

### **1. Labor and Equipment**

The Contractor agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for or in connection with, the Work to be done hereunder in consideration of the payments hereinafter provided to be paid to the Contractor by the Borough.

### **2. Inspection of Work or Goods**

The Borough reserves the right to inspect the Contractors Work, Goods, or other deliverables, and direct changes to the Contractor's methods and procedures within the scope of this Contract. Periodic inspections will be performed by the Borough or its agents.

### **3. Termination and Suspension**

This contract may be cancelled by either party upon sixty (60) days written notice. In addition, the Borough has the right to suspend performance of the Agreement, without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension.

The Borough reserves the right to withdraw from the contract, without penalty or fee, provided that a sixty day written notice is provided to the Contractor.

### **4. Permits, Licenses, etc.**

All permits, licenses, inspections, ratings, or approvals related to the performance of the services, including any and all permits necessary for the construction and operation of a Municipal Waste processing and disposal facility, are the responsibility of the Contractor and all expenses for such should be included in the Bid proposal. Failure to obtain and maintain such permits shall constitute a breach of the Agreement. Additional Permit requirements are located in the Specifications.

### **5. Assignment**

The Contractor shall not sublet this Agreement or any portion of it without first obtaining the written consent of the Borough. The Contractor shall not obligate the Borough to make any payments to another party for, or on behalf of the Borough, without the approval of the Borough.

### **6. Invoices and Payment**

All payments will be processed through the Borough's standard accounts payable system. The Contractor Invoices should be marked NET 30 DAYS.

If the Borough objects to any portion of an Invoice, the Borough shall so notify the Contractor in writing within twenty (20) days of receipt of the invoice. The Borough shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Borough on all disputed invoiced amounts resolved in the Contractor's favor and unpaid for more than forty-five (45) days after date of the notice of the dispute.

### **7. Quantities Awarded**

For requirements contracts only, the items and quantities of such items if set forth in the Bidding Documents are only estimates. The Borough in its sole discretion may make an award for some or all of the items bid and in such quantities as the Borough shall deem appropriate.

### **8. Insurance**

Unless otherwise specified, the Contractor shall, at its sole cost and expense, maintain the following minimum types of insurance as specified herein. The Borough of Shippensburg, its officers and employees, are to be named as additional insured on all policies required herein, except Workmen's Compensation. The insurance shall provide for at least thirty (30) days prior written notice to be given to the Borough in the



event the insurance is materially changed, canceled, or non-renewed. Before starting work the Contractor shall furnish to the Borough for its examination and approval such policies of insurance with all endorsements, or a conformed specimen thereof certified by the agent of the insurance company, together with certificates of the insurance company of such insurance.

- A. WORKMEN'S COMPENSATION – Statutory limit as required by the Commonwealth of Pennsylvania.
- B. BUSINESS AUTOMOBILE – Covering Any Automobile (Symbol I)

Bodily Injury Liability and Property Damage Liability	\$1,000,000 (CSL)
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C. COMMERCIAL GENERAL LIABILITY (CGL)

General Aggregate Limit	\$1,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Expense Limit	\$ 5,000

**9. Indemnification**

The Contractor and its sub-contractors, if any, shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, sub-contractors, agents, servants, and/or anyone acting under the Contractor's control and/or the Contractor's direction, in the performance of the requirements of this Agreement. The Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of the Contractor or its sub-contractors.

**10. Taxes**

All taxes of whatsoever kind, nature and description payable in respect to the performance of this Agreement are to be paid by the Contractor unless otherwise provided by law.

**11. Disputes**

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in Franklin County Court of Common Pleas if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

**12. Pennsylvania Right to Know Law**

The Contractor acknowledges and understands that any information received by the Borough is subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.* If any information or data of the Contractor received by the Borough is subject to a request pursuant to the Pennsylvania Right to Know Law, the

Borough shall notify the Contractor within five (5) days of receiving said request pursuant to the Right to Know Law. The Parties hereto shall use all reasonable efforts to coordinate a response pursuant to the Right to Know Law. In the event that the Contractor determines that the requested information is considered a Trade Secret or Confidential Proprietary Information as defined by the Right to Know Law or that any other exemption applies, the Contractor shall notify the Borough within five (5) days of it receiving notification from the Borough of the request for information pursuant to the Right to Know Law. In the event that the Borough denies a request pursuant to the Right to Know Law at the Contractor's request and that denial of information is appealed to the Pennsylvania Office of Open Records and/or Pennsylvania Courts, the Contractor shall indemnify the Borough for any and all legal expenses incurred by the Borough as a result of such challenge and may participate in any proceedings as an interested party. The Contractor duties regarding the Right to Know Law are continuing duties that survive the expiration of this Agreement.

### **13. Compliance with Laws**

All Work performed under this Agreement shall conform with all applicable Federal, State, and local laws, which may include but not be limited to the following:

- A. Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- B. The Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- C. The Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
- D. The Pennsylvania Antibiid-Rigging Act, 73 P.S. 1611 *et seq.*, regarding contracts for the purchase of equipment, goods, services or materials or for construction or repair let or to be let by a government agency.
- E. The Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*

## SPECIFICATIONS

### **Project: Disposal of Refuse for the Borough of Shippensburg**

- A. It is the intent of the Borough to enter into an agreement with the bidder for the disposal of refuse from the Borough for a period of thirty-six (36) months, calendar years 2018, 2019 & 2020 (January 1, 2018 through December 31, 2020).
- B. The type of refuse subject to this Agreement is municipal solid waste (household and commercial), which may also include bulky items. Additionally, from time to time, class A bio-solids will be requested for disposal.
- C. The Contractor shall accept and dispose of Municipal Waste originating from sources within the Borough of Shippensburg at their facility in accordance with all applicable Federal, State, and local regulations. The Municipal Waste to be accepted at the Contractor's facility will be delivered to said facility by Borough vehicles or other private waste haulers. The class A bio-solids will be delivered to the Contractor's facility by the Contractor, while the Borough will be responsible for loading the Contractor's equipment while at the Borough's facility.
- D. Recycling disposal is not covered in this Agreement.
- E. The Contractor will accept delivery of Municipal Waste from Borough waste haulers during all normal work hours the Contractor's facility is open for business Monday through Saturday. The Contractor shall have the discretion to make additional arrangements for accepting waste at any earlier or later hours and or on Sunday.
- F. Title to Municipal Waste  
The title to the Municipal Waste and any benefits of energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.
- G. Special Reporting Requirements  
The Contractor shall provide written notification to the Borough of any permit modification applications for the following types of permit changes
  - Changes in the permitted site volume and capacity.
  - Changes in the average and / or maximum daily waste volume or loading rates.
  - Changes in the permitted acreage.
  - Changes in ownership.
- H. The Borough offers a "spring clean-up" for Borough residents during the first week of May. Waste loads delivered to the Contractor's facility should be expected to increase during this time period. The Contractor should be prepared to handle this increased waste volume.

## NON-DISCRIMINATION

During the term of the contract, the contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- B. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.
- D. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that contract has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, contractor shall then employ and fill vacancies through other non-discrimination employment procedures.
- F. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for Commonwealth of Pennsylvania contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- G. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to § 49.35 (relating to information concerning compliance by contractors). If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- H. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- I. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
- K. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

**BIDDER AFFIDAVIT**

The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned bidder hereby represents as follows:

- A. That he has carefully examined the Proposal, the Contract, and the Specifications.
- B. That no officer, agent, or employee of the Borough of Shippensburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under.
- C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
- D. That should this Proposal be accepted by the Borough of Shippensburg within forty-five (45) days of the opening of bids, he will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to the Borough of Shippensburg the Proposal Security, not as a penalty, but as a liquidated damage.

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Name of Bidder, Corporation, Firm or Individual

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

Authorized Representative

---

Please Print Signature

---

Title

---

Business Address of Bidder

---

Phone #

### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

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





**NON-COLLUSION AFFIDAVIT CONTINUED**

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_ (Name of Public Entity) of the true facts relating to the submission of bid for this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Company Position)

SWORN AND SUBSCRIBED  
BEFORE ME THIS

\_\_\_\_\_  
(Date)

\_\_\_\_\_

Notary Public  
My Commission Expires:

\_\_\_\_\_  
(Date)

## BIDDER'S QUESTIONNAIRE

All questions must be answered and the dates given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets with supporting documentation, if applicable. The Bidder may submit additional information if desired. The signer of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

For: Borough of Shippensburg  
111 North Fayette Street  
Shippensburg, PA 17257

Project: **2018, 2019 & 2020 Disposal of Refuse for the Borough of Shippensburg**

Submitted by:

(Bidder's Full Name) \_\_\_\_\_

(Full Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Phone Number) \_\_\_\_\_

(State of Incorporation) \_\_\_\_\_

- State the number of years your organization has been in business under your present business name and engaged in the type of work called for in this Bid.

\_\_\_\_\_

- List three (3) similar contracts your organization has entered into within the last five (5) with at least three (3) different organizations. Include project description, date, Owner, contact, and phone number of Owner's contact, as applicable.

	Project	Date	Owner	Contact	Owner's Contact Phone Number
1					
2					
3					

- Have you or any officer or partner of your organization ever requested protection under Federal Bankruptcy Laws? Y \_\_\_\_\_ N \_\_\_\_\_

If so, state the name of the organization and/or individual and when protection was requested.

4. Are you or your company involved in any litigation within the past five (5) years? If so provide citations to the relevant filings.
5. Please provide the experience and qualifications of the management team directly responsible for the day to day operations of the waste facility. Include a description of the facility's management personnel and for each a description of their industry experience, training, and responsibilities.
6. Please provide the physical address of the facility.

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7. Please provide the normal work hours the facility is open for business Monday through Sunday.

Monday to Friday \_\_\_\_\_

Saturday \_\_\_\_\_

Sunday \_\_\_\_\_

In addition, please provide any and all regularly scheduled holidays that the facility is closed or has limited hours.

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8. The current permitted average and maximum daily, yearly, and life-of-permit tonnage limits shall be listed for the organization's disposal facility.

The organization submitting the proposal shall also outline the preferred procedures for accepting an excessive amount of waste resulting from a natural disaster or other emergency in the Borough at the facility.

In addition, a contingency plan for accepting waste outside of the normal operating hours or during emergency or temporary closure of the disposal facility shall be included. The method by which uninterrupted disposal service will be provided to the Borough in the event that an emergency or other uncontrollable circumstance precludes the use of the facility shall be included.

9. The undersigned hereby authorizes the Borough and its representatives to contact former clients and / or references to discuss the bidder's performance and / or qualifications. Bidder hereby expressly releases the Borough of Shippensburg, its agents, attorneys, engineers, representatives, board members, heirs, and assigns from any and all rights, losses, damages, claims, actions or causes of action, whether in contract or tort, law or equity, whether known or unknown, suspected or unsuspected, which the Bidder ever had, now has, or will

have against the Borough of Shippensburg, former clients and / or references related to the discussion in any manner of the Bidder's performance and / or qualifications.

Dated at this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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Name of Bidder, Corporation, Firm or Individual

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

Authorized Representative

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(Please Print Signature)

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Title

If the Bid is a joint venture or partnership, add additional forms of execution for each number of the joint venture in the appropriate form or forms as above.

**END OF BIDDER'S QUESTIONNAIRE**

# PROPOSAL

DATE \_\_\_\_\_

## Project: Disposal of Refuse for the Borough of Shippensburg

### ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Borough of Shippensburg  
111 North Fayette Street  
P.O. Box 129  
Shippensburg, PA 17257  
Attn: John M. Epley  
Borough Manager

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Borough in the form included in the Bidding Documents to perform the services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding Documents.

### ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Notice / Advertisement, Instructions to Bidders, and General Terms and Conditions, including without limitation those dealing with the disposition of Bid security, if applicable. The Bid will remain subject to acceptance for forty five (45) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Borough.

### ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Bidding Documents, that the Bidder has:

- A. examined and carefully studied the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress or the performance of the services, Bidder has visited the Borough of Shippensburg to become familiar with the local conditions;
- C. became familiar with and satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, or the performance of the service;
- D. carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Borough of Shippensburg, with the Bidding Documents;
- E. promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Bidder; and
- F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the service.

**ARTICLE 4 - BASIS OF BID**

4.01 Bidder will perform the service as noted below in accordance with the Bidding and Contract Documents (indicate quantity where none is currently given) at the following FIRM prices:

Item	Description	Price per Ton per Year
1	Thirty-Six (36) month Contract Period for Refuse	2018 (\$ _____)
		2019 (\$ _____)
		2020 (\$ _____)

TOTAL BID PRICE (words) for Item 1:

2018	_____	per ton per year
2019	_____	per ton per year
2020	_____	per ton per year

4.02 Bidder will perform the service as noted below in accordance with the Bidding and Contract Documents (indicate quantity where none is currently given) at the following FIRM prices:

Item	Description	Price per Dry Ton per Year
2	Thirty-Six (36) month Contract Period for Class A Bio-solids	2018 (\$ _____)
		2019 (\$ _____)
		2020 (\$ _____)

TOTAL BID PRICE (words) for Item 2:

2018	_____	per dry ton per year
2019	_____	per dry ton per year
2020	_____	per dry ton per year

**ARTICLE 5 — TIME OF COMPLETION**

5.01 Bidder agrees that the performance of the services will conform to the schedule set forth in the Agreement.

**ARTICLE 6 - ATTACHMENTS TO THIS BID**

6.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bidder Questionnaire, with supporting data if required; and
- B. Required Non-Collusion Affidavit, Bidder Affidavit, and Non-Discrimination Affidavit;

The undersigned does further declare that the statements and representations made in this Proposal are true in every respect and that said Proposal is in all respects fair and made without collusion or fraud, and that no member of the Borough Council or any agent or employee of the Borough directly, or indirectly is interested in this Proposal, or in any portion of the profits expected to accrue therefrom.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name of person familiar with proposal \_\_\_\_\_

Phone number \_\_\_\_\_

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the “Effective Date”) by and between the Borough of Shippensburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the “Borough”) and \_\_\_\_\_ (hereinafter the “Contractor”).

**WHEREAS** the Borough has authorized the performance of certain services in accordance with the Specifications hereto attached and made a part hereof; and

**WHEREAS** the Contractor has submitted to the Borough a Proposal for:

### 2018, 2019 & 2020 Disposal of Refuse for the Borough of Shippensburg

in conformity with the Bidding Documents, including Specifications, hereto attached and made a part hereof; and

**WHEREAS** the Borough, after due consideration and appropriate action, has decided to award a contract to the Contractor in accordance with said Proposal.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that the Borough and the Contractor in consideration of the requirements, terms, and conditions of the said Specifications and the offers, promises, and representations made by the Contractor in said Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, do hereby agree as follows:

#### **Article 1 - Basis of Agreement**

The parties hereto recognize that any and all Bidding Documents, as defined in the Instructions to Bidders and including the said Specifications and any Addenda (if released), plus the Bidder’s Proposal, and any and all Written Amendment(s), Change Orders(s) and Notice to Proceed if issued after the Effective Date of this Agreement (hereinafter, the “Contract Documents”), are the basis of this Agreement, accept the same and declare that there are no understandings, representations, or promises, written or verbal, having any bearing on this Agreement which are not expressed in the Contract Documents or written in this Agreement.

#### **Article 2 – Work**

The Contractor agrees to perform the services as included in the Proposal and to faithfully perform and complete all work connected therewith in full conformity with said Contract Documents, including the Specifications and Bidder’s Proposal, and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed, the Borough agrees to pay the Contractor and the Contractor agrees to accept from the Borough in full settlement therefor, the total sum or contract price of lawful money of the United States of America, at the time, in the manner, and under the conditions named in said Specifications, and as listed below:

<b>Item 1</b> Thirty-Six (36) month Contract Period for Refuse	2018 ( _____ Price Per Ton)
	2019 ( _____ Price Per Ton)
	2020 ( _____ Price Per Ton)

<b>Item 2</b> Thirty-Six (36) month Contract Period for Class A Bio-solids	2018 ( _____ Price Per Ton)
	2019 ( _____ Price Per Ton)
	2020 ( _____ Price Per Ton)



### **Article 3 - Contract Times & Term**

All times set forth for the completion of the services relating to is the essence of the Agreement. The contract shall begin on the Effective Date and terminate on December 31, 2020. The Contactor shall perform the services from January 1, 2018 to December 31, 2020. This agreement may be extended, at the mutual consent of both parties, for an additional 12 months, provided that the details of the extension are part of a fully executed "amendment", completed no later than September 30, 2020. To the extent provided in the General Terms and Conditions, relating to disputes, applicable provisions herein shall continue in effect after expiration or termination, including early termination prior to the standard expiration date of the term, to the extent necessary to enforce or complete the duties, obligations, or responsibilities arising prior to termination, repayment of any money due and owing to either party pursuant hereto, and indemnifications specified hereto.

### **Article 4 – Standard of Care**

The standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professionals performing the same or similar services in the Commonwealth of Pennsylvania at the time said services are performed.

### **Article 5 – Contract Price**

The Borough shall pay the Contractor for performance of the services relating to the Work in accordance with the General Terms and Conditions, as provided in the Contract Documents as follows:

- 1 – The prices as stated in Contractor's Bid for Item 1 and Item 2, as included herein in Article 2.

### **Article 6 – Payment Procedures**

The Contractor shall submit invoices in accordance with the General Terms and Conditions, as provided in Contract Documents.

### **Article 7 - Independent Contractors**

Any services to be performed by the Contractor or its sub-contractors, if any, under this Agreement are provided as independent contractors. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the services for the service to be performed pursuant to this Agreement shall at all times and places be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it, its employees, and sub- contractors perform the services. The Contractor does not have the power or authority to bind the Borough in any promise, agreement, or representation unless expressly provided written agreement to do so. The Contractor also hereby represents and warrants that it and any sub- contractors has and will continue to maintain all licenses and approvals required to conduct its business and to provide the services as required pursuant to this Agreement.

### **Article 8 – Contractor's Representations**

In order to induce the Borough into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and any and all other related data as identified in the Bidding Documents, including any technical data;
- B. If specified, or if, in Contractor's judgment, any local condition may affect cost, progress or the performance of the services, Contractor has visited the Borough of Shippensburg to become familiar with the local conditions and is satisfied as to the local conditions that may affect cost, progress, or the performance of the services;
- C. Contractor is familiar with and satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, or the performance of the services;

- D. Contractor has carefully studied and correlated the information known to Contractor, and information and observations obtained from Contractor's visits, if any, to the Borough of Shippensburg, with the Contract Documents;
- E. Contractor promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Contract Documents and the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Contractor; and
- F. Contractor determined that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the services.

**Article 9 - Applicable Law / Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue of any action brought hereunder, upon the conclusion of mediation, as set forth in the General Terms and Conditions, shall be in Franklin County Court of Common Pleas.

**Article 10 - Entire Agreement / Amendments**

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. This Agreement cannot be modified, except by a written document signed by the parties hereto. The Borough's approval at a public meeting shall be required to amend this Agreement unless otherwise delegated to its designees.

**Article 11 - Remedies**

No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof.

**Article 12 - Severability**

If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

This contract may be cancelled by either party upon sixty (60) days written notice. In addition, the Borough has the right to suspend performance of the Agreement, without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension.

The Borough reserves the right to withdraw from the contract, without penalty or fee, provided that a sixty day written notice is provided to the Contractor.

**Article 13 - Counterparts**

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

**(SIGNATURES APPEAR ON FOLLOWING PAGE)**

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date first above written.

**(If Contractor is an Individual)**

_____ Signature of Witness	_____ Signature of Individual
	Trading and doing business as:
	_____ Name of Business
	_____ Address of Business

**(If Contractor is a Partnership - All General Partners Must Sign)**

	_____ Name of Partnership
	_____ Address of Partnership
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner

**(If Contractor is a Corporation)**

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of  
President or Vice President

Attest:

**BOROUGH OF SHIPPENSBURG**

111 N. Fayette Street  
P.O. Box 129  
Shippensburg, PA 17257

\_\_\_\_\_  
Borough Secretary

\_\_\_\_\_  
President of Borough Council

**END OF AGREEMENT**

# Receipt of Confirmation of Bidding Documents

For

## 2018, 2019 & 2020 Disposal of Refuse for the Borough of Shippensburg

All prospective bidders who obtained the Bidding Documents electronically must fax or scan and send via email this "Receipt of Confirmation" form no later than 11:00 AM on November 14, 2017 EST to:

John M. Epley, Borough Manager, at (717) 532-6948 (Fax)

Email - [jepley@shippensburg.pa.us](mailto:jepley@shippensburg.pa.us)

**The undersigned confirms receipt of all 29 pages of the bidding and contract documents dated November 1, 2017, for the project referenced above as posted electronically at [www.borough.shippensburg.pa.us](http://www.borough.shippensburg.pa.us).**

Name of Company \_\_\_\_\_

Name of Recipient \_\_\_\_\_

Signature of Recipient \_\_\_\_\_

Title of Recipient \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_