

BOROUGH OF WEST MIFFLIN
WEST MIFFLIN, PENNSYLVANIA

REQUEST FOR BIDS
FOR MUNICIPAL RECYCLING DISPOSAL SERVICES

Advertisement, Instructions to Bidders,
Bid Form, Contract Requirements and Form
Contract Bid

February, 2015

BOROUGH OF WEST MIFFLIN
WEST MIFFLIN, PENNSYLVANIA

REQUEST FOR BIDS
FOR MUNICIPAL RECYCLING DISPOSAL SERVICES

TABLE OF CONTENTS

SECTION	PAGE NO.
A ADVERTISEMENT FOR BIDS	A-1 to A-2
B INSTRUCTIONS TO BIDDERS	B-1 to B-5
C BID FORM	BF-1 to BF-4
D CONTRACT REQUIREMENTS	CR-1 to CR-14
E PERFORMANCE BOND	PB-1 to PB-2

ADVERTISEMENT FOR BIDS
BOROUGH OF WEST MIFFLIN
WEST MIFFLIN, PENNSYLVANIA

**REQUEST FOR BIDS
FOR MUNICIPAL RECYCLING DISPOSAL SERVICES**

Sealed bids will be received by the Borough of West Mifflin, Pennsylvania at the West Mifflin Municipal Building, Borough Manager's Office, 1020 Lebanon Road, West Mifflin, Pennsylvania 15122 until 3:30 p.m., prevailing time on Friday, March 13, 2015. All bids will be publicly opened and read aloud immediately after the closing time for receipt of bids in Borough Council Chambers, 1020 Lebanon road, West Mifflin, Pa.

All bids must be made on the Bid Form included in the Bids section of the Request for Bids and be in accordance with the Instructions to Bidders. Envelopes containing bids must be sealed and clearly labeled to show the name and address of the bidder, the statement "Bid for Recycling Disposal Services" and be addressed to:

Borough of West Mifflin
1020 Lebanon Road
West Mifflin, PA 15122
(412) 466-8170
Attention: Mr. Brian M. Kamauf

As a condition of award of a contract the contractor shall provide a certificate of insurance as required in Section V, subsections 1 through 3 of the contract requirements. In addition, the award of a contact shall also be subject to the contractor providing a performance bond pursuant to the requirements of section VI, Subsections 1 through 5 of the contract requirements.

The Borough of West Mifflin reserves the right to reject any or all bids, to waive any irregularities and/or informalities in any bids, and to make an award in any manner, consistent with applicable laws, which is deemed to be in the best interest of the Borough.

BOROUGH OF WEST MIFFLIN

Brian M. Kamauf

Borough Manager

BOROUGH OF WEST MIFFLIN
WEST MIFFLIN, PENNSYLVANIA

REQUEST FOR BIDS

FOR MUNICIPAL RECYCLING DISPOSAL SERVICES

1. RECEIPT AND OPENING OF BIDS

- A. The Borough of West Mifflin will receive sealed bids for disposal of municipal Recycling. Bids will be received at the West Mifflin Municipal Building, Borough Manager's Office, 1020 Lebanon Road, West Mifflin, Pennsylvania 15122 until 3:30 p.m., Monday, March 13, 2015. All bidders wishing to hand deliver bid packages must do so on or before the above deadline. All bids will be publicly opened and acknowledged immediately after the closing time for receipt of bids.
- B. All bids must be made on the Bid Form included in the Bids section of this Request for Bids and be in accordance with the Instructions to Bidders. Envelopes containing the bids must be sealed and clearly labeled to show:
- 1) The name and address of the bidder.
 - 2) The statement "Bid for Municipal Recycling Disposal Services", and
 - 3) The address of the Borough:

Borough of West Mifflin
1020 Lebanon Road
West Mifflin, Pennsylvania 15122
(412) 466-8170
Attention: Brian M. Kamauf, Manager

2. SCOPE OF SERVICES

The work to be performed under this contract shall consist of providing municipal Recycling disposal services for the Borough of West Mifflin in accordance with the Contract Requirements section of this Request for Bids. The Contractor shall be responsible for

providing and maintaining a permitted disposal facility and all labor, equipment, materials, tools, insurance, permits, supervision, and all other items necessary to process and dispose of municipal Recycling in accordance with all applicable regulations established by the Pennsylvania Department of Environmental Protection (DEP). The specific types and quantities of municipal recycling materials to be accepted by the Contractor are defined in the Contract Requirements section and on the Bid Form.

3. TERM OF CONTRACT

A. Unless the Borough and the Contractor mutually agree to an alternate contract period, the initial term of the contract shall be for a period of five (5) years. Borough may terminate the contract for any reason at any time with a sixty (60) days notice.

B. The Borough of West Mifflin has the option to continue service for an additional five-year term at the price reflected on the bid form. The Borough will notify the contractor that it plans to exercise its option for continued service at least 30 days prior to the expiration of the initial contract.

4. PREPARATION AND SUBMISSION OF BIDS

A. All bids must be prepared and submitted on the Bid Form included in this Request for Bids. The Bid section (all "C" pages) may be separated from the other documents in this Request for Bid package and submitted to the Borough, or the Request for Bids document may be submitted to the Borough as a package. Failure to submit the entire Bid section may result in rejection of the bid.

B. All bids must be legibly written in ink or typewritten. All items on the bid forms shall be completed or the bid may not be considered.

C. No bid will be considered which is not based on the Contract Requirements contained herein, or which contains any letter or written memorandum qualifying the bid, or which is not properly completed and signed in writing by an authorized official or representative of the bidder.

5. REQUIREMENTS FOR SIGNING BIDS

A. Any bid which is not signed by the individual submitting the bid must have attached thereto a

power-of-attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

B. Any bid submitted on behalf of a partnership must be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, a power-of-attorney evidencing authority to sign the bid, executed by the partners, shall be attached.

C. Any bid submitted for a corporation must: (1) designate the correct corporate name, (2) bear the corporate seal, (3) be signed by the president or other authorized officer of the corporation, and (4) be attested by the secretary of the corporation.

6. BIDDERS RESPONSIBILITY

At the time of the opening of bids, it will be presumed that all bidders have read and thoroughly familiarized themselves with the scope of services to be performed under the contract, the terms and conditions of the Contract Requirements, and any other documents included in this Request for Bids. Failure or omission of any bidder to examine any form, instrument, or document contained in this Request for Bids shall not relieve the bidder from any obligation in respect to his bid. The bidder agrees that, if he should execute any contract with the Borough, he shall make no claim against the Borough because of any estimate or statements made by an official or agent of the Borough, which may prove to be erroneous in any respect.

7. QUALIFICATIONS AND COMPETENCY OF THE BIDDERS

A. All disposal sites proposed for use must be existing, approved facilities as designated in the current Allegheny County Municipal Recycling Management Plan.

B. The Borough shall have the right to make such investigations as deemed necessary to determine the ability of the bidder to perform the services required under the contract. Upon request by the Borough, the bidder shall furnish and certify all such supporting data and information that the Borough may request to demonstrate the bidders qualifications and capabilities to perform the required services over the full term of the contract.

C. Bidders may be required to submit sworn statements of Their financial responsibility, technical qualifications and performance record prior to the award of any contract.

8. RIGHT TO REJECT

The Borough reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids or the solicitation process, and to negotiate final contract provisions based on the bids submitted.

9. BASIS OF BID EVALUATION AND CONTRACT AWARD

The Borough will conduct an evaluation of all bids received to determine which bid or bids, if any, are deemed to be in the best interests of the Borough. Because transportation costs must be considered by the Borough, a contract award will not necessarily be awarded on the basis of the lowest disposal cost bid received.

10. ANTICIPATED DATE OF CONTRACT AWARD

The process of evaluating bids and securing Borough Council approval of the bid is expected to take several weeks.

11. BASIS OF BID

A. All bids shall be based upon a unit cost per ton (\$/ton) for municipal recycling disposal. The price quoted shall be the cost per ton to dispose of municipal recycling delivered to the disposal site by the Borough of West Mifflin or it's hauling contractor.

B. The quoted unit cost for municipal recycling disposal shall include all tipping fees, governmental charges, taxes, and surcharges. The bid price shall remain firm during the contract period and optional contract extension period, with no escalation in fees.

12. MUNICIPAL RECYCLING QUANTITY ESTIMATES

A. The quantity of residential recycling generated in West Mifflin Borough, as presented in the Bid section of this Request for Bids, is an estimate based upon the amount of recycling collected in recent years. This estimate represents current recycling generation and recycling handling practices, and may vary as a result of recycling activities and changes in municipal population.

13. EVALUATION OF BIDS

In the evaluation of bids the Borough may factor in distance to and from the recycling centers as well as travel time between the recycling centers and various points within the Borough of West Mifflin.

These factors impact the total recycling disposal cost to the Borough in addition to the bids sought here. Consequently the Borough reserves the right to award a contract to a bidder that may not be the lowest bid.

BID FORM

BOROUGH OF WEST MIFFLIN
WEST MIFFLIN, PENNSYLVANIA

BID FOR
MUNICIPAL RECYCLING DISPOSAL SERVICES

TO: Borough of West Mifflin
1020 Lebanon Road
West Mifflin, Pennsylvania 15122

FROM: _____
(Name of Firm)

(Mailing Address)

Contact Person

Telephone Number

FOR PROCESSING AND/OR DISPOSAL OF MUNICIPAL RECYCLING AT:

(Name of Processing or Disposal Facility)

(Location of Processing or Disposal Facility)

1. The undersigned, having carefully read and considered the terms and conditions of the Contract Requirements and other documents contained in this Request for Bid package, hereby proposes to furnish all labor, equipment,, materials, tools, insurance, permits, supervision, and all other items necessary to provide disposal of municipal recycling in accordance with the Contract Requirements under the conditions and rates hereinafter set forth.

2. In submitting this Bid, it is understood that the Borough reserves the right to reject any or all bids, to waive any informalities in any bid or the solicitation process, and to negotiate any final contract provisions based on the bids submitted.

3. In submitting this Bid, the undersigned agrees that no cost bid may be withdrawn for a period of sixty (60) days after the date for receipt of bids and that all bids shall remain valid for this entire period.

Date

Attest:

(Name of Firm)

By

(Signature)

Title _____

ATTEST:

Corporate Seal

Corporate Secretary
WEST MIFFLIN BOROUGH

BID

This bid is based upon the bidder entering into a contract to dispose of all of the estimated municipal recycling generated in and collected by the Borough of West Mifflin.

TYPES AND ESTIMATED QUANTITIES OF RECYCLING TO BE ACCEPTED:

- A. The Contractor shall be required to accept all types of municipal Recycling materials including but not limited to: aluminum, tin, steel, bimetallic cans, clear and colored glass, and plastics (Type 1 through and including Type 7) Corrugated cardboard and Newspaper.

- B. The quantity of municipal Recycling to be accepted in the initial year of the contract is an estimate based on the amount of recyclings disposed in recent years and may be characterized as follows:

Estimated Annual Average Weekly Recycling Generation	85 Tons/Week
Estimated Range of Weekly Recycling Generation:	
- Minimum (50% of average)	70 Tons/Week
- Maximum (150% of average)	110 Tons/Week
Estimated Average Annual Recycling Generation	1,050 Tons/Year

TERM OF CONTRACT

The initial term of the contract shall be for a period of five (5) years. The contract shall commence on execution of contract and end on the fifth anniversary of that date. The Borough shall have the option to continue service for an additional five-year term at the price reflected on the bid form. The Borough may terminate the contract at any time for any reason with a sixty (60) days notice.

PROPOSED RATE SCHEDULE FOR RECYCLING DISPOSAL SERVICES

A. For Disposal of Municipal Recyclings:

2015 - Unit Price	_____	per ton
2016 - Unit Price	_____	per ton
2017 - Unit Price	_____	per ton
2018 - Unit Price	_____	per ton
2019 - Unit Price	_____	per ton
Borough Option for additional five		
2020 - Unit Price	_____	per ton
2021 - Unit Price	_____	per ton
2022 - Unit Price	_____	per ton
2023 - Unit Price	_____	per ton
2024 - Unit Price	_____	per ton

CONTRACT REQUIREMENTS

BOROUGH OF WEST MIFFLIN
WEST MIFFLIN, PENNSYLVANIA

REQUEST FOR BIDS

FOR MUNICIPAL RECYCLING DISPOSAL SERVICES

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Request for Bids, shall have the following meanings:

Borough - The Borough of West Mifflin

Construction/Demolition Recycling - Recycling resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contractor - The individual, firm, partnership, joint venture, corporation, or association providing municipal Recycling disposal services under contract with the Borough.

Department or DEP - Pennsylvania Department of Environmental Protection.

Domestic or Residential Recycling - Recycling comprised of garbage and rubbish which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable recyclings resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler or Recycling Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal Recycling to processing or disposal facilities.

Hazardous Recycling - A Recycling or combination of Recyclings which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed, or otherwise managed.

Leaf Recycling - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal recycling, or a program of designated drop-off points or collection centers for recycling municipal recycling, that is operated by or on behalf of a municipality. This term shall include any source separation and collection program for composting leaf recycling that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition recycling or sludge from sewage treatment plants or water supply treatment plants.

Municipality - Any city, borough, incorporated town, township, or county, or any municipal authority created by any of the foregoing.

Municipality Recycling - Items include but not limited to: aluminum, tin, steel, bimetallic cans, clear and colored glass, and plastics (Type 1 through and including Type 7). Corrugated cardboard and Newspaper.

Operator - Any person or municipality that operates a municipal Recycling processing or disposal facility.

Owner - The person or municipality who is the owner of record of a Recycling processing or disposal facility or part of a facility.

Performance Bond - A corporate surety bond that guarantees compensation to the Borough in the event that the Borough must assume the obligations and/or duties of the Contractor in order to continue the recycling disposal services as defined by the Contract.

Permit - A permit issued by the Pennsylvania Department of Environmental Protection to operate a municipal recycling disposal or processing facilities.

Refuse - Discarded recycling materials in a solid or semiliquid state, consisting of garbage, rubbish, or a combination thereof.

Rubbish - Non-putrescible Recyclings consisting of combustible or non-combustible materials including leaf recyclings.

Surety Bond - A penal bond agreement in a sum certain, payable to the Borough, executed by the Owner or operator of a facility and a corporation licensed to do business as a surety in Pennsylvania and approved by the Borough and which is supported by the guarantee to payment on the bond by the Surety.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of Recycling for processing or disposal.

II. SCOPE OF CONTRACT

1. Effective date

The contract shall become effective on the day of execution. The Contractor shall begin providing municipal recycling disposal service for the Borough upon execution.

2. Term of Contract

The initial term of the contract shall be for a period of five (5) years. The contract may be renewed for an additional five (5) year period under the same terms and conditions. The contract shall commence on the date that the Contractor and Borough executes the contract and shall end on the fifth year anniversary of that date.

3. Compliance with Applicable Laws

The parties to the contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation, and effect of the contract. The Contractor shall conduct the service of municipal recycling disposal as provided for by the contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described therein is also subject to the provisions of all pertinent Borough ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

4. Breach of Contract

If the Contractor fails to perform, fails to perform in a satisfactory manner, or fails to perform in accordance with applicable permit requirements, the Borough shall have the right to demand adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand, the Contractor must submit to the Borough a written statement that explains the reasons for the non-performance during that period and any continuance thereof.

The Contractor shall also have the option to present an explanation to the Borough. Upon receipt of the Contractor's statement or the failure of the Contractor to submit a statement, the Borough may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the contract and as a remedy make demands under the terms of the Contractor's performance bond.

5. Liquidated Damages

- A. It is hereby understood and mutually agreed disposal services to be performed under the contract are vital for the protection of public health and welfare, and it is further understood and agreed that the services to be performed, by and between the Contractor and the Borough, that the municipal recycling under the contract will be commenced on the date specified in the contract.
- B. If the Contractor neglects, fails or refuses to provide the recycling disposal services in accordance with the terms and provisions of the contract, then the Contractor does hereby agree, as a part consideration for the awarding of the contract, to pay to the Borough an amount to be determined as hereinafter set forth, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor is in default.
- C. The amount of the liquidated damages shall be equal to any additional total recycling disposal cost (i.e. any disposal cost in excess of the amount that the Borough normally would have paid for disposal of the same amount of recycling at the Contractor's facility under the contract), if any, plus any additional total recycling transportation cost (i.e. any transportation cost in excess of the amount the Borough normally would have paid for transporting the same amount of recycling to the Contractor's facility), if any, that the Borough has incurred for transportation and disposal of the municipal recycling at an alternative processing or disposal facility. In addition, the Contractor shall also be held liable for any engineering, legal and administrative costs occasioned by the Contractor's failure to provide the disposal services required under the contract.
- D. The Contractor shall not be responsible for the payment of any liquidated damages whenever the Borough determines that the Contractor was without fault and the Contractor's reasons for the breach of contract are acceptable. Furthermore, the Contractor shall not be responsible for any liquidated damages under the conditions of force majeure as defined herein.

6. Force Majeure

Neither the Contractor nor the Borough shall be liable for the failure to perform their duties and obligations under the contract or for any resultant damages, loss, expense, etc, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the Borough and which the Contractor or Borough was unable to avoid by exercise of reasonable diligence.

7. Assignment of Contract

No assignment of the contract or any right accruing under the contract shall be made in whole or in part by the Contractor without prior expressed written approval by the Borough. The delegation of any contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.

8. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the Borough shall maintain the right to hold the original owner solely liable. However, the Borough, at its option, may determine that the new ownership can adequately and faithfully perform the duties and obligations of the contract for the remaining term of the contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the contract and any claims or liabilities under the contract.

9. Waivers

A waiver by either party of any breach of any provisions of the contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a contract modification as provided for in the contract.

10. Illegal and Invalid Provisions

In the event any term, provision, or other part of the contract should be declared illegal, inoperative, invalid, or unenforceable, such term or provision shall be amended to conform with the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the contract shall not be affected and shall remain in full force and effect.

11. Joint and Severable Liability

If the Contractor is comprised of more than one individual,

corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

12. Binding Effect

The provisions, covenants, and conditions of the contract shall apply to and bind the parties, their legal heirs, representatives, successors, and assigns.

13. Amendments to the Contract

No amendment or modifications of the terms and conditions of the contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated to perform a duty under the contract. A signed original amendment to the contract shall be furnished to all parties to be attached to the original contract.

14. Merger Clause

The contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understanding, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the contract.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services to the Contractor

The Contractor shall provide municipal recycling disposal services for the Borough as defined in the contract. The Contractor shall agree to accept and dispose of specified quantities and types of municipal Recycling originating from sources located in the Borough of West Mifflin in accordance with applicable federal, state and county regulations. The Contractor shall not be responsible for the collection or transportation of any recycling materials from sources in the Borough of West Mifflin to the Contractor's processing or disposal facility. However, nothing herein shall prohibit the Contractor from entering into a separate contract with any other person or municipality within or outside the Borough of West Mifflin for such recycling collection and transportation services.

2. Delivery of Recyclings The municipal Recycling to be accepted under this Contract will be delivered to the Contractor's facility by the Borough or it's designated hauling contractor.

3. Minimum Hours of Operation

At a minimum, the Contractor shall be required to accept delivery of municipal recycling from the Borough during the hours from 6:00 a.m. to 3:00 p.m. on Monday thru Friday. The Contractor shall have complete discretion to make any alternate or special arrangements for accepting recycling at earlier or later hours and/or on Saturdays.

4. Complaints

The Contractor shall receive and respond to all complaints from the Borough regarding the acceptance of recycling materials at his facility. In the event the Contractor cannot satisfactorily resolve a complaint within two (2) days after receipt of the complaint, the Borough shall have the right to demand a satisfactory resolution of the complaint pursuant to the breach of contract provisions in the contract.

5. Municipal Recycling Programs

The Borough shall have the right to operate municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal recycling stream prior to the delivery of the recycling to the Contractor's facility. The Borough will also have the right to construct and/or operate any type of post-collection recycling processing facility to separate and recover recyclable materials from the mixed recycling stream before delivery of the recycling to the Contractor's facility without first obtaining prior written consent from the Contractor.

6. Title to Recycling

The title to the municipal recycling and any benefits of marketing any materials or energy recovered from the municipal recycling shall pass to the Contractor upon delivery of the recycling to the Contractor's facility and acceptance of the recycling by the Contractor.

7. Unacceptable or Hazardous Recycling

The Borough shall not be entitled to deposit or deliver any hazardous recycling materials, exclusive of the normal household hazardous recycling constituents typically found in municipal recycling, or any other types of municipal recycling, which have been designated as unacceptable under the contract to the Contractor's facility. The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable recycling delivered to the facility by the Borough or its hauling contractor. The Borough shall be responsible for the prompt removal and disposal of any such

unacceptable recycling and shall bear all costs associated with the removal, transportation, and disposal of such unacceptable recycling.

IV. RECORDKEEPING AND REPORTING REQUIREMENTS

1. Measurement of Recycling

The Contractor will be required to install and maintain a scale to weigh all incoming recycling to the municipal recycling disposal facility. The scales used to weigh municipal recycling shall be certified and shall conform to the State and Federal Weight and Measurement Regulations. The Contractor will be required to maintain a routine maintenance and calibration log for the scales and shall provide the Borough of West Mifflin access to such logs upon request.

Monthly Tonnage Reports

The Contractor shall be required to prepare a monthly report to the Borough indicating the amount of recycling accepted from the Borough. Billing to West Mifflin Borough for disposal services will be based upon the recorded recycling quantities.

Administrative Inspections

The Borough and its authorized agent or employee(s) shall have access to and the right to copy any logs, records, papers, reports and/or other documents pertaining to the quantities and sources of Recycling accepted at the facility for the purpose of verifying compliance with the terms and provisions of the Borough's municipal recycling disposal contract. The Borough and its authorized employee(s) shall also be allowed access to the Contractor's disposal facilities to insure that proper disposal of recycling is being maintained according to local, state, and federal rules and regulations.

2. Special Reporting Requirements

The Contractor shall provide written notification to the Borough of any permit modification applications for the following types of permit changes, at the time the application is first submitted to the Pennsylvania DEP:

- A. Changes in the permitted site volume or capacity;
- B. Changes in the permitted average and/or maximum daily recycling volume or loading rates;
- C. Changes in the excavation contours or final contours, including the final loading rates;
- D. Changes in the permitted acreage, and

Changes in ownership. Changes in the permitted site volume or capacity;

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the contract, and any renewal or extension thereof, a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Recycling Management Regulations (Pennsylvania Bulletin, Vol, 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any recycling disposal services under this contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the Borough proof of insurance coverage prior to the execution of any final contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day prior written notice shall be given by the insurer to the Borough and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the Borough a current certificate of insurance coverage as part of the annual operation report required under the contract. The annual certificate of insurance shall contain the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum

insurance coverages may result in forfeiture of the performance bond in accordance with the provisions of the contract.

VI. PERFORMANCE BOND REQUIREMENTS

1. Mandatory Performance Bond

On or before the date when the Contractor will begin accepting municipal recycling from the Borough under the terms of the contract, the Contractor shall submit to the Borough a performance bond as specified herein. The performance bond shall be held by the Borough as security for the faithful performance of the Contractor's duties and obligations as provided by the terms of the contract. The performance bond shall specify that the obligee is the Borough of West Mifflin. The performance bond shall provide for continuous liability throughout the duration of the contract, either by a single bond for the entire contract period or a series of annual renewable bonds. The type and amount of the performance bond shall be as specified herein.

2. Acceptable Types of Bonds

- A. Under the terms and conditions stated herein, the Borough will accept surety bonds as a guarantee for the Contractor's performance. The Borough will accept a single surety bond covering the entire contract period or a series of annually renewable surety bonds, subject to the conditions specified herein.

3. Conditions of the Surety Bonds

- A. The Borough of West Mifflin will only accept bonds from a surety authorized to do business in the Commonwealth of Pennsylvania when the surety bond is signed by an appropriate official of the surety. If the principal place of business of the surety is outside Pennsylvania, the surety bond must also be signed by an authorized resident agent of the surety. Attorneys-in-fact who sign the bonds must file with each bond an effectively dated copy of their power-of-attorney, bearing the seal of the surety company, evidencing such agent's authority to execute the bond.
- B. Payments by the Surety shall be payable to the Borough within thirty (30) days of receipt of the Borough's declaration of breach of contract.
- C. The bond shall provide that the surety and the principal are jointly and severally liable for payment of the bond amount.

- D. The Contractor shall provide in the bond that the amount shall be confessed to judgment and execution upon breach of the Contract by the Contractor in favor of the Borough.
- E. The Borough will retain, during the term of the bond, and upon breach of the Contract, a property interest in the surety's guarantee of payment under the bond which may not be affected by bankruptcy, insolvency or other financial incapacity of the operator or principal on the bond.
- F. In the case of an extension or renewal of the contract or the use of annually renewable bonds, the Contractor shall furnish a new performance bond in an amount determined in the same manner as stated herein and under the same terms and conditions as the original bond. The performance bond for any contract extension or renewal period must be furnished to the Borough no later sixty (60) days prior to the end of the initial contract period or the expiration date of the annual bond. The original surety, however, is in no way obligated to extend or renew the bond.
- G. The Contract shall be subject to termination by the Borough at any time if the Contractor fails to furnish a new replacement bond for any contract extension or renewal period, furnish a renewal bond to replace any annual bond, or the required bond is cancelled or the surety thereon is otherwise relieved from liability for any reason.
- H. The surety may cancel the bond by sending written notice of cancellation to the Borough, the operator and the principal on the bond, only under the following conditions:
- 1) The notice of cancellation shall be sent by certified mail, return receipt requested.
 - 2) The cancellation may not take effect until 120 days after receipt of the notice of cancellation by the Borough, operator, and principal on the bond, as evidenced by the return receipts.
 - 3) Within sixty (60) days after receipt of the notice of cancellation, the Contractor shall provide the Borough with an equivalent replacement bond.
 - 4) Failure of the Contractor to furnish a suitable replacement bond within ninety (90) days after receipt of the notice of cancellation shall constitute grounds for default and payment of the performance bond as provided herein and termination of the contract.

4. Amount of the Performance Bond

- A. The amount of the performance bond that must be posted at the beginning of the contract period shall be equal to 50 percent of the estimated annual contract amount for each year of the contract.

5. Payment of Performance Bond

The Borough may declare a bond payable when it determines that one or more of the following has occurred:

- A. The Contractor has violated or continues to violate the terms and conditions of the bond.
- B. The Contractor fails or refuses to comply with the terms of conditions of the contract.
- C. The Contractor fails or refuses to furnish an acceptable replacement bond within the specified time period after receipt of a notice of cancellation for any existing bond or within sixty (60) days period to the expiration date of any annually renewable bond or the renewal and/or extension of the contract.
- D. The permit for the Contractor's disposal facility under bond has been suspended or revoked by the DEP or other applicable permit agency.
- E. The Contractor has become insolvent, failed in business, entered into bankruptcy or liquidation, has a receiver appointed by the court or cannot adequately demonstrate or prove the ability to continue to comply with the duties and responsibilities required under the terms of the contract.

VII NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, creed, color, religion or national origin.

VIII. INDEMINIFICATION

The Contractor or its successors and assigns shall indemnify and save harmless the Borough of West Mifflin, their officers, agents, servants and employees from and against and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from a willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants, and employees in the performance of this contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this contract or the willful or negligent act or omission of the Borough of West Mifflin, their officers, agents, servants, and employees.

IX. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Recycling disposal facilities required to comply with the terms and conditions of the contract, and any and all costs or expenses of obtaining such permits.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we

as Contractor, hereinafter called Principal and

as Surety, hereinafter called Surety, are held and firmly bound unto

Borough of West Mifflin

as Obligee, hereinafter called Owner, in the full and just sum of

Dollars (\$) _____)

lawful money of the United States, for the payment of which sum well and truly to be made, we, the Principal and Surety, bind ourselves, our heirs, personal representatives, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, said Principal has by written agreement dated _____ entered into a certain Contract with said Owner for providing municipal recycling disposal services in accordance with all of the Contract Documents therein referred to for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the Contract on his part at the time and in the manner herein provided and satisfy all claims and demands incurred in or for the same, or growing out of same, or for injury or damage to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Obligee from any and all cost and damage which the said Obligee may suffer by reason of failure to do so, and shall fully reimburse and repay the said Obligee any and all outlay and expense which it may incur by reasons of any default and shall pay all persons who have Contracts directly with the Principal for labor and/or materials performed or furnished therein, then this obligation shall be null and void; otherwise it shall remain in full force and virtue.

PROVIDED, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after twelve (12) months from the day on which the final payment under the Contract falls due.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN THREE (3) COUNTERPARTS THIS

DAY OF _____, 20

(Individual Principals Sign Here)

_____ (Seal)

_____ (Seal)

In the presence of:

_____ (Seal)

_____ (Seal)

(Corporate Principal Sign Here)

By _____

(SEAL)

ATTEST:

(Surety Sign Here)
