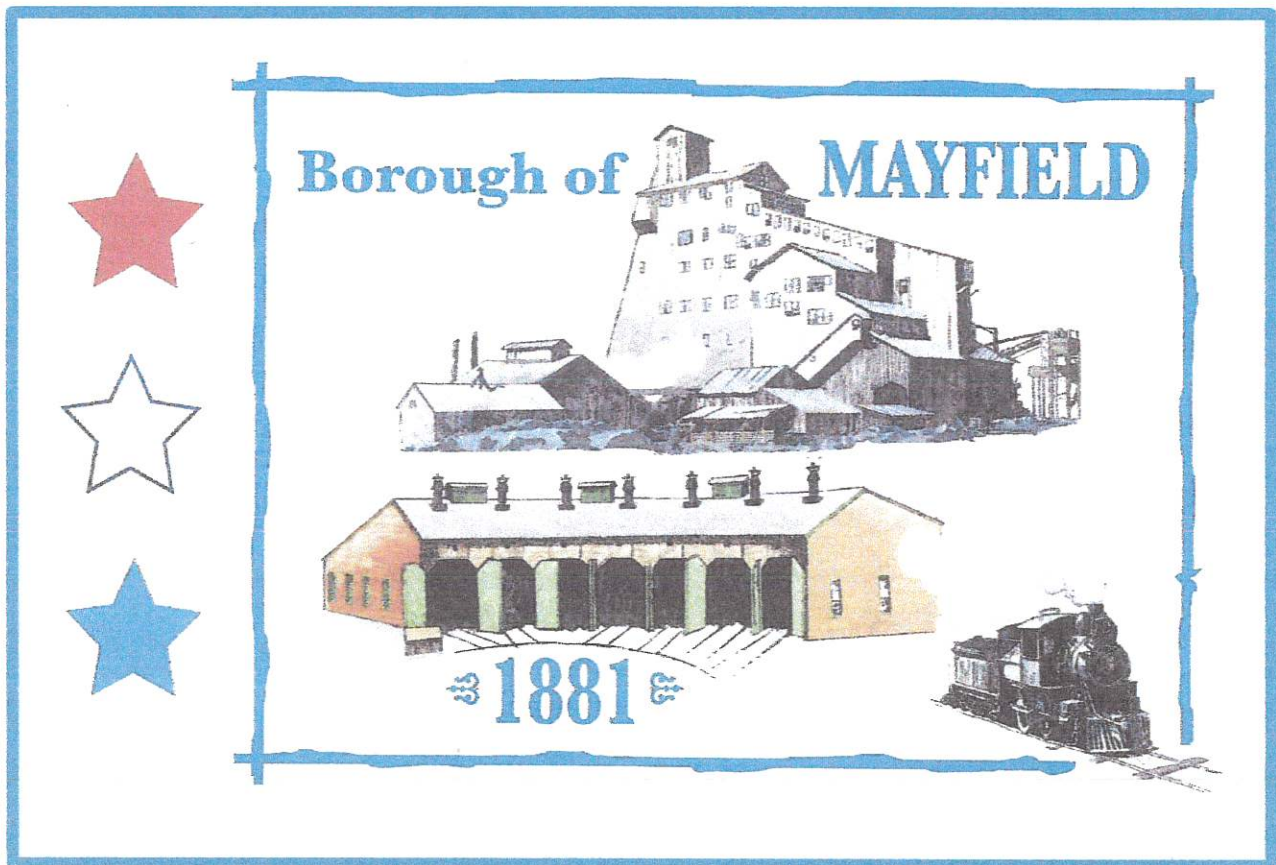


Commonwealth of Pennsylvania

Request for Bids
Refuse/Recycling Collection

Lackawanna County



Year - 2027

**REQUEST FOR BIDS FOR MUNICIPAL SOLID WASTE & RECYCLING FROM
RESIDENTIAL ESTABLISHMENTS COLLECTION AND DISPOSAL SERVICES
FOR THE BOROUGH OF MAYFIELD COUNTY OF LACKAWANNA
COMMONWEALTH OF PENNSYLVANIA**

2027

RESERVATION OF RIGHTS:

The issuance of this request for bids, herein referred to as "RFB", constitutes only an invitation to submit responsive bids of the Borough of Mayfield, County of Lackawanna, herein referred to as the "Borough".

Notwithstanding any other provisions of the RFB, the Borough reserves the right to determine, in its sole discretion, whether any aspect of a bid satisfactorily meets the criteria established in this RFB, to request additional information from any bidder, to waive immaterial defects in any bid, to reject any or all bids without cause, and to take any action which the Borough deems appropriate. The Borough intends to select one (1) bid which, in the sole opinion of the Borough, is most favorable to the Citizens of the Borough. The procedures set forth in this RFB are for the convenience of the Borough and shall not give rise to any right in any person. In the event that a contract is not awarded for any reason or that this RFB is withdrawn for any reason, the Borough shall have no liability to any bidder for any costs or expenses incurred in connection with the RFB or the bids or transactions contemplated by the RFB or otherwise.

INSTRUCTION TO BIDDERS—SCHEDULE A

1. Read carefully these instructions to bidders, general requirements and specifications.
2. The bidder, when submitting his proposal, must realize the General Requirements and the Specifications will become a part of the Contract with the successful bidder and, therefore, the bidder shall not insert any statements which will have the effect of making changes to the General Requirements or Specifications. Any such changes, if material in the opinion of the Council, will disqualify the bidder.
3. The bidder should follow the Specifications, paragraph by paragraph, and furnish the information required, paragraph by paragraph.
4. Each bid must be accompanied by a cashier's check or certified check, or bid bond in the amount often ten (10%) percent of the highest total bid for trash and recycling collection and disposal for the garbage collection and recycling collection for the first (1st) year period beginning January 1, 2027 and ending December 31, 2027, made payable to the Borough of Mayfield as evidence of good faith and a guaranty that if the bidder is successful, he will enter into a contract with the Borough. All other checks will be returned to the bidders. It is understood that the bid surety will be forfeited in case the contractor fails to comply with the requirements of the proposal.
5. All bids must be in a sealed envelope endorsed: **BID FOR COLLECTION REFUSE.**
Sealed bids will be received on or before June 10, 2026 by 11:00 A.M.
6. Borough Council, after opening and reading all the bids publicly, at the council meeting, on the above stated date, shall make its decision within fifteen (15) days to reject all bids, or to accept that bid which best indicates that a particular applicant, in the opinion of Council, is best qualified to render honest, proper and efficient services. The decision of Council on this matter shall be final and binding.

7. The bidder to whom the award may be made must execute the contract in duplicate and deliver the necessary bonds and insurance certificates as required within ten (10) days subsequent to the accepted proposal, otherwise, the bid surety shall be forfeited to the use of the Borough as liquidated damages. In submitting the bid proposal, the same must be typewritten or printed in ink. If bidder has any questions, he may call the Borough Secretary at telephone number 570-876-4391.

GENERAL REQUIREMENTS/SPECIFICATIONS

1. BOROUGH AND PLACE OF BUSINESS

The official place of business of the Borough of Mayfield is the Municipal Building, 739 Penn Avenue, Mayfield, Pennsylvania, 18433, and all official communications relating to this contract shall be directed thereof, and with special attention to the Borough Secretary. The Borough of Mayfield consists of approximately 795 households.

2. CONTRACTOR'S PLACE OF BUSINESS

Upon awarding the contract, the Contractor shall maintain an office having a non-toll telephone for the transmission of detailed information relating to complaints and normal operational problems.

3. QUALIFICATIONS OF BIDDERS

- I. All bidders must show:
 - (A) Name and address of applicant
 - (B) If a partner, name and addresses of all partners
 - (C) If a corporation, names and addresses of:
 - (1) All officers
 - (2) All directors
 - (3) Major stockholders
- II. Statement setting forth all agreements (oral or written) between applicant and any other person or party with respect to the proposed refuse collection. If successful bidder is acting as undisclosed agent, then Borough may terminate contract without liability.
- III. Statement indicating in detail the experiences of the applicant in the garbage collection business or indicate all activities or experiences in a related or other field, or in any other bidder of the bidder.
- IV. Bidder must supply a detailed inventory of his equipment now available and a statement of the equipment to be acquired, if any, for the inception of the contract period.
- V. A financial statement prepared by a Certified Public Accountant or person otherwise satisfactory to the Council.
- VI. Council may, at any time, demand applicant to furnish pertinent information.
- VII. The aforementioned information regarding qualifications must be supplied with the bid. Failure to do so may render the bid non-responsive and the Borough will reject the bid.

4. SECURITY FOR FAITHFUL PERFORMANCE OF THE CONTRACT

Within twenty (20) days of the award of the contract, the successful bidder shall be required to furnish a performance bond for the use of the Borough of Mayfield in an amount of 100% of the total contract price, having as a surety thereon, one or more surety companies, legally authorized to do business in the Commonwealth of Pennsylvania for the full and faithful performance of the contract. With the bid, each bidder must submit a Consent of Surety executed by a surety company that is licensed as such and licensed to engage in such business in Pennsylvania by the appropriate agency of the Commonwealth of Pennsylvania. The Consent of Surety shall evidence that the surety unconditionally agrees to furnish a Performance Bond equal to the total _____ year bid price. The Borough will not accept an Intent of Consent of Surety. The Borough will accept a Reducing Rider clause providing the original amount is 100% of the contract price. Should the Borough elect to take the option year(s) a Performance Bond of 100% of the contract year shall be required.

The bidder represents that he has good and sufficient equipment to collect refuse in accordance with a weekly schedule and in the event the contractor FAILS or NEGLECTS to conduct refuse collection in an orderly manner according to said schedule, the Borough shall have the right, upon oral or written notice to the contractor, to engage others to collect and remove the refuse, and the Borough is authorized to pay such persons, including itself, the cost that may be incurred on account of failure and neglect of the contractor to perform timely, the duties assumed under this Agreement, and the Borough shall have the right to spend part or the entire amount of the security deposit as aforesaid, including the interest.

The contractor shall indemnify and hold harmless the Borough of Mayfield, its officers, agents and employees, against any and all claims which may be made by reason of any infringement of any patent rights in the use of any machinery or apparatus necessary in the collection and removal of refuse and said security shall also indemnify and hold harmless the Borough of Mayfield, its officers, agents, subordinates and employees against all suits or actions of every kind and description brought against them and also from damages and costs to which it, they, or any of them may be put by reason of any act or omission of the contractor or otherwise in the performance or non-performance of its obligations under the contract

5. PUBLIC LIABILITY INSURANCE

Each bidder must submit with the bid a Certificate of Insurance and maintain during the term of this Agreement, the insurance coverage set forth below.

Comprehensive general liability insurance in the minimum amount of \$5,000,000.00 combined single limit, covering claims for the bodily injury (including death) and property damages, including a contractual liability endorsement. Workers' compensation as required by law.

Comprehensive automobile liability insurance in the amount of \$5,000,000.00 per occurrence, covering all vehicles used by the contractor. The Certificate of Insurance pursuant to paragraphs (1) and (3) above shall name Mayfield Borough as an additional insured and Contractor shall provide such Certificate of Insurance throughout the term of the Contract. Failure to include the Certificate of Insurance in the required amounts shall render the bid non-responsive and the Borough will reject the bid.

6. LABOR DISPUTES

The Contractor shall resolve his own labor disputes which shall in no way effect obligations under the contract.

7. COMPLIANCE WITH LAW

The Contractor shall comply with all laws, ordinances, rules and regulations of the Borough of Mayfield, Commonwealth of Pennsylvania and the United States now in existence or hereinafter to be enacted.

8. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this contract in whole or in part without the prior written consent of the Borough Council, nor shall the Contractor assign any proceeds due to him under the contract without prior written consent of the Borough Council.

9. COMPLETION OF CONTRACT BY BOROUGH

If the Contractor should be adjudged a bankrupt, or if he makes an assignment for the benefit of his creditors, or if a receiver is appointed, or if he is neglectful of his duties under the contract with the Borough, then the Borough may, without prejudice to any other right or remedy after giving the Contractor ten (10_ days written notice to correct the neglect or default, terminate this contract and complete it with its own employees or to award the contract to others and the contractor shall be liable for any and all additional costs, damages or expenses incurred by the Borough by reason of the acts or omissions of the Contractor.

10. ACTS OF GOD OR DISASTER

The Contractor shall not be required as a part of this contract to remove substantial or unusual quantities of refuse which may litter streets as a result of storms, hurricanes,

floods, or other violence of nature, or any other event which may be termed as Act of God.

11. LIST OF CONTRACTOR'S EQUIPMENT

The Borough shall, at all times, keep on file with the Borough Council, a complete list of equipment available for use on the work, which list shall be revised as required to be kept correct and current.

12. LIQUIDATED DAMAGES FOR CONTRACT VIOLATION

The Borough shall have the right to deduct from any monies due to the Contractor, the following amounts for each specific incident noted below.

- (a) Failure of a truck and crew to operate and complete collections on a regular route, unless prevented by a labor strike or work stoppage, snow storms, hurricanes, floods, or otherwise violence of nature or any other event which may be termed as Act of God, the sum of Five Hundred (\$500.00) Dollars per day.
- (b) Willful damage to or carrying away of refuse containers, the sum of fifty (\$50.00) Dollars for each offense, and at the option of the Contractor, he must also satisfactorily repair or replace damaged or removed containers.

13. NOTIFICATION OF VIOLATIONS AND ASSESSMENT PENALTIES

Prior to assessing any penalty against the Contractor, the Borough Council shall notify the Contractor of such violation and allow a reasonable time for correction. A reasonable time should be no more than five (5) days, exclusive of Saturdays, Sundays and Federal Holidays.

14. SCOPE OF WORK

These specifications describe generally, the collection of residential refuse and recycling from within the corporate limits of the Borough of Mayfield and disposal thereof.

15. FAMILIARITY WITH THE WORK

Every bidder is required to personally visit the Borough and familiarize himself with the conditions to be encountered and all circumstances which may affect the nature and cost of the work.

No extra compensation will be allowed by the Borough for Contractor's failure to determine existing conditions, or for lack of information on the part of the Contractor, after the bid is submitted and contract is awarded.

Any questions relative to any portion of the work or any clarification of the interpretation of the contract documents shall be directed to the Borough Solicitor, who will issue written addenda which will be made available to every bidder. All such addenda shall be signed by the bidder, submitted with the Proposal, and will become a part of the contract documents.

16. DEFINITIONS

Contract Documents shall consist of Advertisements, Proposal Instructions to Bidders, General Requirements and Specifications including all modifications thereof incorporate in any of the documents before execution of the contract and the signed Contract Agreements.

The Contract documents are complimentary and where it is called for by anyone shall be as if called for by all. The intention of the Contract is to include every item of labor, materials, supplies, equipment, plant, supervision, and every other item necessary to the collection and disposal of refuse.

Borough shall mean the Municipal Government of the Borough of Mayfield, its manager or its duly authorized officers and representatives.

Borough Council shall mean the Borough Council of the Borough of Mayfield, its Manager or its duly authorized officers and representatives.

Contractor shall mean the individual, partnership, association, company or corporation entering into contract with the Borough for the collection and disposal of refuse and shall include the authorized representatives, agents, and employees of such Contractor while engaged in the performance of work under this contract.

Refuse in this specification shall mean all solid wastes of the Borough of Mayfield including garbage, rubbish, bottles, cans (excluding recyclable materials as set forth below) and bulky waste (not including body waste) arising or resulting from the household activities of the residents thereof, refuse does not include trade waste, junked automobiles, construction equipment, tires, yard trimmings of shrubbery, trees, leaves or recyclable materials hereinafter set forth.

Garbage means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and/or consumption of foods. Also, items which result from the ordinary conduct of housekeeping.

RUBBISH (a) COMBUSTIBLE RUBBISH means paper, press board, cans, wood, glass and crockery. **(b) NON-COMBUSTIBLE RUBBISH** means non-putrescible solid wastes,

including metal and similar materials. Rubbish does not include recyclable materials hereinafter set forth.

ASHES residue from the coal, burning of wood, means the coke, etc.

BULKY WASTE shall mean the normal household discarding of appliances without the Freon gas, furniture, bedding and the like.

TRADE WASTES means putrescible or non-putrescible wastes generated as a result of commercial, industrial or professional enterprise and includes waste building materials from construction, demolition, remodeling or repair of buildings, any ashes, scrap or waste materials from factories, processing plants, manufacturing plants, wholesale or retail stores, restaurants, hotels, offices or any other business operated for profit except apartment buildings.

Trade wastes as described above shall not be included for collection under this contract.

EXCLUDED FROM COLLECTION ARE THE FOLLOWING ITEMS: Tires, tree branches and yard waste, auto/truck batteries, motor oil, compact fluorescent lamps, household hazardous waste.

REFUSE CAN RECEPTABLE OR CONTAINER means a water-tight, sheet metal or plastic, raised bottom container, not exceeding ninety-six (96) gallons provided by the Contractor.

BUNDLE UNIT means rubbish in general not placed in container such material is disassembled, broken or cut up and placed in securely tied bundles. All bundle units shall be securely tied by occupant and shall be of such size that the longer dimension thereof shall not exceed four (4) feet, and the volume shall not exceed twelve (12) cubic feet, and provided further, that the total weight of any bundle shall not exceed sixty (60) pounds.

RECYCLABLE MATERIALS means all commingled (single stream) materials, including but not limited to newspapers, flattened cardboard, cereal, cracker and pizza boxes, most lightweight boxes, catalogues, phonebooks, computer paper, mail, envelopes, magazines, glass bottles, and jars and containers referred to as "PET" or "PETE" and referred to as "HDPE", steel and aluminum cans.

17. REFUSE COLLECTION

The Contractor will collect up to three (3) gallon size bags placed in the containers provided by the Contractor each week. There will be allowed one (1) bulk item per unit

per week. It is recommended the homeowner or renter contact the Collector when a bulk item is to be placed out for collection. Bulk waste shall consist of household large items that cannot fit in a container. Examples would be furniture and appliances. Any white items with Freon must have refrigerant removed before. A mattress and a box spring are considered one item.

18. RECYCLABLE COLLECTION

The Contractor will collect the recyclables each week on the same day as refuse collection. Commingled (single stream) materials must be placed in the designated Borough containers issued by the Collector.

19. DAYS AND HOURS OF COLLECTION

Collection shall be made between the hours of 6:00 a.m. and 7:00 p.m. unless special collection routes and times are agreed upon by the Contractor and the Borough served.

20. COLLECTION OF REFUSE FROM PUBLIC BUILDINGS

The Contractor shall, as part of this contract, and without extra compensation, collect refuse in total amounts from the Municipal Building, Municipal DPW site, playground facilities, Mayfield Athletic Complex, Mayfield Lions Club building, American Legion, St. John's church on Hill Street, the three (3) fire companies, and the Emergency Services Center.

21. CHANGING SPECIFIED PICK-UP POINT

The Contractor, after making a careful survey of the collection routes, may change, with the consent of Council, pick-up points, on any route or portion thereof.

22. SUPERVISION

The Contractor shall employ and designate as superintendent, a competent supervisor, who shall be at all times, in charge of the Contractor's operation. Any complaints shall be transmitted to the superintendent for prompt correction.

23. COLLECTION EQUIPMENT

The Contractor shall provide equipment in sufficient amount to properly maintain collection schedules. The Bidder must submit, with his bid, evidence satisfactory to the Borough Council of ownership and title, or a firm lease or purchase agreement, guaranteeing availability of all necessary equipment prior to the contract starting date.

For the collection of BULKY WASTE ONLY, where collection in vehicles described previously in the Section is not practical, the Contractor may use an open truck,

provided, however, such open truck must be maintained in such a manner as to prevent the scattering of any of its load on the streets, highways, or other places.

All equipment shall be maintained in good mechanical repair and in a clean and sanitary condition.

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

24. PERSONNEL

In the hiring of every description for employment on this contract, neither the Contractor of any agent, supervisor, or employee shall, by reason of race, creed, color, national origin or ancestry, age, sex or handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

The Contractor, or any person on his behalf, shall in a manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin or ancestry, age, sex or handicap.

25. COLLECTION PRACTICES

The Contractor shall provide for each collection unit, a crew consisting of one (1) driver and/or such additional number of collectors as may be required to affect an efficient, safe and sanitary operation, or only one (1) driver if the vehicle is an automatic side loader with a mechanical arm that grabs the refuse container.

Each collection unit shall be provided with a shovel and a broom with which to pick up spillage of refuse.

The collectors shall clean up any spillage of refuse caused by them.

The Contractor shall be responsible for properly handling refuse containers which shall be carried (not thrown) to the point of collection and the lids, if any, shall be replaced on the containers.

Collection personnel shall be required to perform all work in a quiet and orderly manner as possible and shall not interfere with the safe passage of pedestrian or vehicular traffic.

26. QUARTELY REPORTS

The Contractor shall submit to the Borough a detailed and documented quarterly report of the volume of waste and recycled materials collected in the Borough.

27. OWNERSHIP OF REFUSE

Immediately upon the Contractor's loading refuse and recyclables into the collection vehicle, ownership of such refuse shall be vested in the Contractor, and it shall become his responsibility to haul, handle, process and dispose of refuse and recyclables of every nature.

28. DISPOSAL SITE AND METHOD

The disposal site and method for disposition of refuse and recyclables shall be at the _____ . The bidder must submit a Certificate Form executed by attached hereto with his bid.

Any method of refuse and recyclable disposal used by the Contractor must be operated in a sanitary manner and at all times must be satisfactory to the Commonwealth of Pennsylvania and be in conformity with the requirements of any local agencies having jurisdiction as well as the Commonwealth of Pennsylvania. All solid waste and recyclables collected within the Borough shall be disposed of in conformance with the Lackawanna County Solid Waste Management Plan.

Landfill rates as well as all other expenses in collecting, hauling and disposal of the refuse and recyclables shall be the sole responsibility of the Contractor.

TO ENSURE COMPLIANCE OF DISPOSAL SITE AND METHOD, CONTRACTOR SHALL SUBMIT EVERY MONTH WITH ITS BILLING INVOICE _____ WEIGHT SLIPS AS PROOF OF DISPOSAL OF THE BOROUGH'S REFUSE AT THIS FACILITY. NO INVOICES SUBMITTED BY THE CONTRACTOR WILL BE PAID UNLESS AND UNTIL THE WEIGHT SLIPS ARE SUPPLIED EVIDENCING DISPOSAL IN ACCORDANCE WITH THE CONTRACT.

29. DATE OF COMMENCEMENT OF WORK

The Contractor shall commence the work hereunder on January 1, 2027 unless otherwise directed by the Borough.

The bid shall be for work for a period of one year, three years, or five years and conform to the attached 2027 Mayfield Borough Schedule B.

The Borough of Mayfield reserves the right to reject any and all bids and to waive informalities.

The Borough reserves the sole and absolute right to determine whether any bidder possesses and employs the most current, industry-based technology and collection methods that advance public safety. This includes, but is not limited to, automated or

semi-automated collection systems designed to minimize manual lifting or handling of refuse by workers. The Borough may reject any bid, if in its judgement, the bidder's proposed equipment, vehicles, or collection practices rely on outdated methods- such as manual loading into packer-type trucks-that present avoidable safety risks to workers or to the public. The Borough's determination in this regard shall be final and not subject to challenge.

30. PAYMENT TO CONTRACTOR

During the period of the contract the amount of payment will be paid to the Contractor on a monthly basis on or before the fifteenth (15th) day following each month that the Contractor has rendered services. For multiple years the amount paid to the Contractor shall be leveraged as to render each monthly payment the same amount for the duration of the contract.

31. COLLECTION SCHEDULE

The weekly schedule for collecting refuse and recyclables will be submitted to the Council for approval and may not be changed without approval of the Council.

In the event of a legal holiday, the successful bidder shall fulfill the collection requirement during the week in which a holiday falls with collection the next day.

RESPECTIVELY SUBMITTED BY:

Now, this _____ day of _____ 2026, the above bid is accepted.

ATTEST

BOROUGH OF MAYFIELD

By _____
Seanna Koerner
Borough Secretary

By _____
Diana Campbell
Council President

2027 BOROUGH OF MAYFIELD – SCHEDULE B

The contractor will collect one (1) approved refuse and one (1) approved recycling container, each no larger than ninety-six (96) gallons, each week per household unit.

One (1) Year Contract

Cost of Garbage/Refuse/Recycling

\$ _____

Three (3) Year Contract

Cost of Garbage/Refuse/Recycling

\$ _____ Per Year

\$ _____ Total

Five (5) Year Contract

Cost of Garbage/Refuse/Recycling

\$ _____ Per Year

\$ _____ Total