



## Borough of Stroudsburg 2025 Bid Packet

Bid Specifications for Domestic and Municipal  
Waste Collection, Transportation and Disposal Services,  
Borough of Stroudsburg, Pennsylvania

### Timeline

No Prebid Conference

Deadline for Bid Submission | September 16<sup>th</sup>, 2025, 5:00 pm, Stroudsburg Borough Hall

Bid Opening | September 16<sup>th</sup>, 2025, 7:00 pm, Stroudsburg Borough Hall

Prospective Award | October 7<sup>th</sup>, 2025, 7:00 pm, Stroudsburg Borough Hall

**Lawrence Kopp, Borough Manager**  
**Borough of Stroudsburg**  
700 Sarah Street  
Stroudsburg, PA 18360

# Borough of Stroudsburg Monroe County, Pennsylvania

## SPECIFICATIONS FOR RESIDENTIAL GARBAGE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES

### **Section I**                      **Instructions to Bidders**

#### **1.01     Scope of Services**

The work to be performed shall consist of:

The collection of domestic waste from all residences (single-family or multi-family dwellings having no more than four (4) dwelling units per structure) within the boundaries of the Borough of Stroudsburg, Monroe County, Pennsylvania ("Borough"), and transportation of same to a disposal facility, transfer station or landfill for disposal in accordance with any such rules as may be issued by the Borough, Monroe County and also the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act (1988 Act 101).

The collection of waste from all facilities owned by the Borough of Stroudsburg, Monroe County, Pennsylvania ("Borough"), public trash receptacles in Borough parks and in the Main Street corridor, and transportation of same to a disposal facility, transfer station or landfill for disposal in accordance with any such rules as may be issued by the Borough, Monroe County and also the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act (1988 Act 101).

**Scope of Services: Contractor shall collect refuse as defined herein and described below. Contractor shall also collect once per week, or as required, one (1) large bulk item from each dwelling unit in the Borough. Contractor shall also provide dumpster service to the Borough Public Works Shop with a 15-yard dumpster.**

Contractor shall collect trash once per week at each residence in the Borough, during the entire period of the Agreement. Contractor shall also collect trash from all Borough of Stroudsburg facilities as outlined in Section 3.04 of this document. Day(s) of collection shall be mutually agreed upon by the Borough and Contractor.

#### **1.02     Examination of Borough**

Bidders shall inspect the entire area included within the scope of services so as to make their own judgments with respect to the number of collection locations and all other circumstances affecting the cost of the services to be provided and the nature of the work to be performed. The figures provided herein are not to be taken as binding; they are only approximations, and Bidders assume all patent, latent, known, hidden or foreseeable risks in connection therewith.

#### **1.03     Specification & Documents**

Bidders are advised to examine carefully the General and Detailed Specifications contained herein to make their own independent evaluations and judgments with respect to the circumstances affecting the cost of services and the manner of their performance.

#### **1.04 Scope and Area of Collection and Delivery of Refuse**

The award of this Contract will require the successful Bidder to collect all residential refuse from the Borough, and trash from all Borough facilities, and haul it to a PA DEP-permitted landfill, disposal site or transfer station, to supply all of the labor, tools, machinery and plant equipment, and to perform all of the work of collecting, removing, hauling, and disposing of refuse as required to comply with the collection schedule as set forth in the Specifications.

The successful Bidder shall be required to comply with all applicable laws and statutes of the Commonwealth of Pennsylvania and of the United States government and/or their agencies with respect to workers' compensation and the hauling and disposal of all refuse collected.

#### **1.05 Term of Contract**

The Borough is requesting Bids for three (3) and five (5) year terms beginning January 1, 2025. Each Bid shall include the alternative identified by the Borough. Failure to bid on all periods (3 & 5-year terms) shall preclude a Bid from being considered. The Borough also is requesting a potential Saturday pick-up for trash on Main Street; failure to bid on Saturday pick-up shall preclude the bid from being considered.

#### **1.06 Working Conditions**

The Borough does not make any representations in connection with any of the supplementary materials which form a part of this Proposal and Request for Bids. Bidders must inform themselves fully of all conditions relating to the work in question. Failure to do so will not relieve the successful Bidder of its obligation to furnish and perform the work which forms the basis of the Proposal or to carry out provisions of the Contract with respect to performance of the contemplated work set forth in the Bid. Insofar as possible, the Contractor (successful Bidder) in the performance of the services called for in this document must employ such methods or means as will avoid interruption or interference with the operation of the affairs of the Borough, and shall likewise take the necessary steps to insure that during the course of performance there will be no infringement on the rights of the public. The Bidder will be firmly held responsible for the conduct and deportment of Contractor's employees during the performance of their work as more fully set forth in the Specifications.

It is likewise understood and required that the Contractor, in the performance of the services called for in this document, shall employ such methods which shall not violate any applicable statutes, regulations or ordinances of the Commonwealth of Pennsylvania, or any subdivision thereof, or of the Borough.

#### **1.07 Preparation of Proposal**

Each Bidder shall submit a Proposal for the entire amount of work called for in the Specifications (collection, transportation and disposal) and Contract Documents which form a part of this Proposal, and the failure to conform to their requirements may result in the classification of such Bids as "irregular" and may render the same subject to rejection. The attachment of any conditions, limitations or ancillary provisions by a Bidder to its Proposal may cause a similar classification and have a similar effect.

All Bids must be submitted on the prescribed Bid Form. All Bids must be submitted in sealed envelopes bearing on the outside the name and address of the Bidder, addressed to Lawrence Kopp, Borough Manager, Borough of Stroudsburg, 700 Sarah Street, Stroudsburg, PA, 18360, with the indication on the envelope "Bid- Domestic Waste" "DO NOT OPEN." Bid Bond and Consent of Surety must accompany the Proposal and shall be contained in the same envelope.

The Borough reserves the right to reject any and all Bids, or to waive any informalities in any of them.

Failure to include the following with your submission will be cause for rejection:

- Bidder's Affidavit
- Bid Bond or Certified Check
- Non-Collusion Affidavit
- Bidder Qualification Questionnaire
- Proposal Bid Form
- Disposal Facility Capacity Letter
- Certificate of Insurance

#### **1.08 Signature of Bidders**

The firm, corporation or individual name of a Bidder must be manually signed in ink in the space provided on the Bid Form.

In the case of a corporation, the title of the officer signing on behalf of such corporation must likewise be stated, the seal of the corporation must be affixed, and the corporate officer executing the document on behalf of the corporation shall attach thereto a certified copy of a resolution of the corporate board of directors indicating that officer's authority to make such a Bid and submit such a Bid on behalf of the corporation.

In the case of a partnership, the signature of at least a majority of the partners must follow the firm name, together with an indication that the signature is that of a partner. In the event that some other agent of the partnership submits or executes a Bid for the firm, he or she shall attach thereto a notarized statement executed by each of the partners that designates him or her as an agent of the partnership authorized to act as agent of the partnership in the Bid submission process.

In the event that the Bid is submitted by an individual, the designation "Individual Proprietorship" shall follow the signature in question, and any trade name used by a noncorporate Bidder shall be so designated and so indicated as having been registered or not registered under the Fictitious Names Registration Act with the Secretary of the Commonwealth of Pennsylvania.

#### **1.09 Bidder's Affidavit**

Each Bidder shall duly execute and deliver to the Borough at the time of the submission of its Bid, the Bidder's Affidavit on the Form attached hereto.

#### **1.10 Withdrawal of Proposal**

No Bid may be withdrawn, altered or otherwise modified, except in compliance with Act 4 of 1974, 73 P.S. § 1-602.

#### **1.11 Consent of Surety**

Each Bid shall be accompanied by a Consent of Surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania and listed in the most recent revision of the U.S. Treasury Department Circular 570, with its underwritten limitation herein stated at least equal to \$20,000,000. The Consent of Surety shall state that the surety company in question unconditionally agrees to furnish the required Performance Bond and any other bond which is made a condition of the

awarding of the Contract. The Consent of Surety must specify and guarantee the full amount of the Performance Bond to be submitted. Each Consent of Surety must include the surety's most recent available financial statement. Failure to provide the required Consent of Surety at the time that the Bid is submitted shall preclude a Bid from being considered for acceptance.

#### **1.12 Bid Bond**

Each proposed Bid shall be accompanied by a Bid Bond or certified check payable to the order of the Borough in the amount of ten percent (10%) of the total Bid for the full five (5) year Contract price and submitted as a guarantee that the Contract will be executed if awarded to the Bidder.

#### **1.13 Disposal of Proposal Guarantee**

Upon the execution of a Contract by the successful Bidder after the award has been made by Borough Council, all Bid Bonds and certified checks submitted by the unsuccessful Bidders shall be returned to the unsuccessful Bidders. Upon execution and delivery of a signed Contract and the furnishing of the required bonds or security for the performance of the Contract by the successful Bidder, the Bid Bond or certified check submitted by the successful Bidder shall be returned to the successful Bidder. In the event that the successful Bidder fails to execute and deliver the Contract and necessary bonds within twenty (20) days after notice from the Borough of the award of the Contract, the award to said Bidder shall be vacated and said Bid Bond or certified check shall be forfeited as liquidated damages.

#### **1.14 Interpretation**

No oral interpretation of the meaning of the Instructions to Bidders, General and Detailed Specifications, or other Contract Documents will be made to any Bidder, and any oral communications made by the Borough shall not be binding. Any requests for written interpretations shall be directed in writing to the Borough Manager. Supplemental instructions, if any, will be made in the form of a written addendum to this Proposal and Request for Bids, which, if issued, will be mailed to all parties of record having received these documents. Failure of any Bidder to receive any such addenda shall not relieve the Bidder of any obligation under its Bid as submitted, nor from any obligation to conform to the requirements of the original submission or the supplemental instructions.

#### **1.15 Bidder's Qualifications and Competency**

The Borough reserves the right to reject any Bid received if the Qualification Questionnaire fails to satisfy the Borough that such Bidder is qualified to carry out the obligations of the Contract and to complete work. Each Bidder shall be required to complete and sign the Affidavit of Qualification included herewith and made part of the Proposal. Failure to conform to this requirement shall result in the classification of such Bid as "unqualified."

#### **1.16 Affidavit of Non-Collusion**

Bidders shall be required to submit an Affidavit of Non-Collusion on the form included and made part of this Proposal and Bid Form.

#### **1.17 Equal Opportunity Affidavit**

Each Bidder must submit with its bid an Equal Opportunity Affidavit. The affidavit must state that the Bidder expressly prohibits any form of unlawful employee discrimination or harassment based on race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, veteran status, and/ or any other classification protected by applicable discrimination laws in accordance with applicable federal, state and local laws. Failure to include this affidavit shall render the bid nonresponsive.

### **1.18 Performance Bond and Bond Years**

The successful Bidder shall be required to furnish a bond for the faithful performance of the entire term of the Contract (three (3) or five (5) years) in the amount of One Hundred Percent (100%) of the total Bid price of the alternative selected by the Borough, to be reduced proportionately each year to reflect performance to date so that the amount of the bond remaining at the end of each year will cover the remaining years on the Contract.

All bonds shall be filed with the Office of the Manager of the Borough no later than sixty (60) days prior to the commencement of the new bond year. Said bond shall be that of an approved surety company authorized to transact business within the Commonwealth of Pennsylvania, and proof of same shall be submitted to the satisfaction of Borough Council.

Agents of the bonding company shall furnish the necessary power of attorney bearing the seal of the company and evidencing the agent's authority to execute the particular type of bond to be furnished, as well as the right of the surety company to conduct business in the Commonwealth of Pennsylvania.

### **1.19 Execution of Contract and Commencement of Work**

The successful Bidder shall execute a Contract containing provisions substantially in conformance with the provisions of these Bidding Documents promptly after the award of the Bid and shall commence work in the Borough on the 1<sup>st</sup> day of January, 2025. Said Contract shall in all respects be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The Contractor shall post a bond for the entire period of this Contract in accordance with 1.18 above.

## **Section II General Specifications**

Bidders are hereby advised that upon the award of the Service Contract, all items, conditions, provisions and procedures set forth in the Notice to Bidders, Instructions to Bidders, General and Detailed Specifications, and the forms and affidavits pursuant thereto, shall be a part of the Service Contract. Except as may otherwise hereinafter be set forth, the term "Contractor" shall mean the lowest responsible Bidder to whom the Service Contract has been awarded, and has executed and delivered such Contract to the Borough.

### **2.01 Obligation of Contractor**

The Contractor shall, at its own cost and expense and in strict conformity with the hereinafter contained or hereto annexed Specifications and the Service Contract, furnish all material, labor and equipment for the collection of domestic waste and delivery of same to a transfer station, disposal site and/or landfill for disposal in accordance with the Specifications contained herein, from each owner or occupier of qualifying residences in the Borough.

### **2.02 Equipment**

Contractor shall utilize as many vehicles as necessary to carry out the schedule of collections at all qualifying premises within the Borough of Stroudsburg once weekly.

### **2.03 Complaints and Supervisors**

The Contractor shall employ and designate one or more responsible supervisors who shall be available 8:30 a.m. to 5:00 p.m. and be present in the Borough during collections. Said supervisor(s) shall be available to monitor the collections being made and receive any complaints; supervisor(s) will answer any inquiries, and, if possible, within his or her authority and responsibilities in the Contractor's firm, resolve any disputes with respect to the services supplied pursuant to this Contract. The Contractor will further be held responsible for the conduct and deportment of its employees during the performance of their work. Said employees shall not use loud, abusive, profane or lewd language among themselves during the performance of their work. Furthermore, said employees shall conduct their work as quietly as possible and with a minimum of interference to pedestrian and vehicular passageways throughout the Borough. The Contractor shall provide a contact number or hotline that is available at least during normal business hours to be used by residents of the Borough for questions or issues related to trash or garbage collection services.

### **2.04 Notice to the Contractor**

The place of business designated in the Proposal and Bid upon which the Service Contract is founded is hereby designated as a place at which all notices, letters, and other communications shall be served and to which all notes, letters and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind which may of necessity be hereafter dispatched may be sent by certified mail, return receipt, and the Contractor shall be deemed to have received said notice when mailed. If the document in question has been addressed to the Contractor at the aforesaid address and has been deposited in a postage-paid envelope or wrapper in any Post Office box regularly maintained by the United States Postal Service, the date of service of the notice or other communication shall be the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication on the Contractor personally, it being agreed that personal service, while not required, is superior to the general mode of service by mail as prescribed herein.

### **2.05 Contract Supervision**

It is mutually agreed that the Contractor, while performing its duties under this Contract, will not be acting as an agent or employee of the Borough, but as a private independent contractor bound by the terms of a Contract. The Borough will not be held liable or responsible for any acts or omissions of the Contractor while it is performing the work described in the Contract.

### **2.06 Competent Workers to be Employed**

The Contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of the Service Contract.

### **2.07 Liability and Damages**

The Contractor shall defend, indemnify, and save harmless the Borough, its employees, agent, officials, representatives, attorneys and assigns against and from any and all liabilities, claims, suits, injunctions, administrative actions, fines, penalties, damages, losses, fees, costs, surcharges and expenses (including reasonable attorney's fees), including, but not limited to, those which may be imposed up on, incurred by or asserted against the Borough by reason of (a) any work performed by the Contractor or any of its agents, subcontractors, servants or employees for which the Borough may be found liable or for which any third party may seek to hold the Borough liable; (b) any accident, or injury, including to roadways or property, arising out of the use thereof by the Contractor or any of its agents, subcontractors, servants or

employees; (c) any failure on the part of the Contractor to perform or comply with any of the covenants, agreements, terms or conditions contained in any Contract awarded as a result of the submittal of a proposal in response to this Specification; (d) payments made under any Workers' Compensation law or under any plan for employee disability and death benefits arising out of any use thereof by the Contractor or any of its agents, subcontractors, servants or employees; (e) negligence or fault of the Contractor, its agents, servants, workers or employees; and (f) inferior workmanship, faulty equipment or inferior materials used by the Contractor in performance of this contract. The Contractor will be required to pay any judgments, with costs, which may be obtained against the Borough growing out of injury or damage claims. The Contractor shall indemnify, save harmless and defend the Borough, its employees, agents, officials, representatives, attorneys and assigns from any and all claims and demands of whatever kind which arise directly or indirectly from the Contractor's operations, including, but not limited to, taxes and special charges by others.

## **2.08 Liability Insurance**

Each Bidder shall submit with its Bid a Certificate of Insurance issued by an insurance company satisfactory to the Borough evidencing the existence of the mandatory minimum coverages required by this section.

The Certificate of Insurance shall designate and name the Borough as an additional insured and shall, at a minimum, provide the following coverages:

A. General Public Liability Insurance (non-automotive) for personal injury and damage to property shall not be less than \$3,000,000 for each occurrence and \$5,000,000 aggregate and for property damage in the amount of \$500,000; Umbrella/Excess coverage limits may be used to meet these requirements.

B. Automobile Liability Insurance, including primary combined single limit coverage and excess auto liability coverage shall not be less than \$1,000,000 for each occurrence and for property damage in the amount of \$50,000; Umbrella/Excess coverage limits may be used to meet the requirements.

Coverage to include Form CA99 48 Pollution Liability - Broadened Coverage.

C. Workers' Compensation coverage shall not be less than the statutory minimum, and employer liability coverage shall not be less than \$1,000,000 for each occurrence. Claims based on statutory constitutional requirements; those claims commonly called civil rights claims.

D. Umbrella/Excess Liability coverage shall not be less than \$10,000,000.

E. Pollution Liability Coverage shall not be less than \$2,000,000 per occurrence or \$4,000,000 aggregate and include transportation risks.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall, inter alia, name the Borough as an additional insured and be designed to protect the Borough from any and all claims for damages of any kind or any nature whatsoever, including, but not limited to, wrongful death, which may arise from the obligation of the Contractor in the performance of its Contract, whether such obligation be controlled by the Contractor itself or by someone either directly or indirectly employed by the Contractor for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of the Contract.



All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. Such insurance policies shall be on an "occurrence basis," with the exception of pollution coverage, which may be on a "claims made" basis. Insurance written on a "claims made" basis, other than pollution liability, shall not satisfy the requirements of this agreement. The Contractor shall deposit with the Borough Manager the original policies of insurance herein referred to or true copies thereof prior to commencing work under the Contract.

Each and every policy of insurance maintained in accordance with the terms of the Specifications or the Contracts entered thereunder shall carry with it language to the effect that the insurance carrier will convey to the Borough, by certified mail, return receipt requested, written notice of any modifications, alterations or cancellations of any such policy or policies or the terms thereof; and said written notice must be received by the Borough at least sixty (60) days prior to the effective date of any such modification, alteration or cancellation. If such modifications fail to meet the minimum requirements set forth herein, the Contractor shall be deemed to be in default and the Borough shall terminate this agreement as of the effective date of said change, and insurance coverage and the surety on the Performance Bond may be held responsible by the Borough for the resulting losses. Failure to provide the required Certificate of Insurance in compliance with all of the above requirements at the time that the Bid is submitted shall preclude a Bid from being considered for acceptance.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverages to obtain policies which shall protect the Borough from any and all claims whatsoever in nature regardless of the deviation of said claim and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage, or any other claim of damage which may be incident to the same.

## **2.09 Correction of Breaches for Non-Performance**

In the event that the Contractor shall be in default of the Service Contract, or if the Contractor should ever fail to collect the materials required herein and such default or failure shall be uncured for a period of two (2) consecutive scheduled working days, the Borough may, at its option, render this Contract in default.

The foregoing option of the Borough upon any default or failure of the Contractor is cumulative to its other legal and equitable rights; therefore, upon any material breach hereunder, the Borough may likewise have the option of simply notifying Contractor's surety on its Performance Bond of the Contractor's obligations hereunder or forfeit the penal amount of said bond, or the Borough may likewise at the same time immediately commence all available legal and equitable remedies against the Contractor and its surety for the immediate and specific performance of this agreement and the payment of all damages sustained by reason of said breach.

It is hereby stipulated and agreed that in the event of a labor stoppage; labor strike; lockout; destruction of or damage to or interruption, suspension or interference with the operation of the Contractor's equipment caused by Acts of God, fires, explosions or other matters beyond the reasonable control of the Contractor; restraints of government, lawful orders of court, administrative agencies or governmental offices; suspension, termination or interruption of governmental licenses or permits; changes in laws, regulations or ordinances or emergency, the Contractor shall not by reasons thereof be obligated to reimburse the Borough for any cost that exceeds Contract cost, and the Borough's cost of performing the

work specified in the Service Contract to be done during such period shall be charged to the Contractor as in the case of a default by the Contractor.

In the event the Contractor defaults in the performance of any of the conditions or terms of this Contract, the Borough shall notify the Contractor in writing of the nature of the default. The Contractor shall correct this default within seven (7) days following receipt of such notice. If the Contractor fails to correct the default, the Borough, without further notice, shall have the option to exercise any or all of the available remedies and receive compensation and damages from the Performance Bond in addition to any other rights or remedies available to the Borough in law or equity.

#### **2.10 Payments**

The Borough shall pay the Contractor one-twelfth of the agreed upon annual Contract price for services provided in equal monthly installations, commencing on the fifteenth (15th) day of the month following the first month's service and on the fifteenth (15<sup>th</sup>) day of each month thereafter. The Contractor shall prepare and file with the Borough a standard voucher or invoice to cover each month's payment in sufficient time to permit proper review by Borough officials for maintenance of its payment schedule. Contractor agrees that there will be no other fees imposed upon the Borough other than those that are indicated in the bid.

#### **2.11 Assignment**

Neither the Service Contract, nor any portion thereof, nor any of the proceeds thereof, may be assigned, sublet or transferred to any person, firm or corporation, except upon the prior written consent and approval of the Borough, provided, however, the Service Contract may be assigned to any wholly owned subsidiary of the successful Bidder upon the prior written notice of such assignment to the Borough and approval by the Borough. Any such assignment shall not release the successful Bidder from any liability under the Service Contract.

#### **2.12 No Waiver of Contract**

No violation, breach or failure of performance shall be deemed to be waived by the Borough because of payment, nor be deemed to be a waiver by the Borough of its right to cancel the Service Contract for repeated and continued violations that shall constitute bad and unsatisfactory performance which shall impair the health and welfare of the public, nor shall it operate to void or annul any of the other terms or conditions herein contained.

#### **2.13 Violation and Liquidated Damages**

The Borough, or its authorized representative, may at any time inspect the collection procedures and billing practices being implemented pursuant to the Service Contract and may require correction of any improper performance or any deficient performance therein through the designated responsible supervisor(s) of the Contractor.

It is understood that the orderly and proper collection of domestic waste, as defined herein, is a matter of serious and vital concern to the Borough because of the effect which it has upon the health and welfare of its residents. Likewise, it is anticipated that occasional minor breaches by the successful Bidder of its collection and disposal duties hereunder may occur during the course of the performance of the services herein set forth. In the case of missed pickups from a household property or Borough facility, the Contractor has eighteen (18) hours to remedy without fine(s). If the Contractor does not provide the missed pickup collection service within twenty-four (24) hours and the Borough incurs costs associated

with the collection and disposal of materials, the Contractor will be liable for all labor and disposal/processing costs associated with managing missed pickups.

The Borough shall notify the Contractor, in writing, of any of the breaches of contract listed below. Because the precise damages the Borough may suffer as a result of such breaches are difficult to estimate in advance and difficult to calculate on occurrence, upon written notification of such violation(s), the following stipulated liquidated damages may be imposed by the Borough Manager or his authorized representative, whose determination shall be final.

- A. Failure of a truck and crew to operate over and finish the route - \$1,000 per day per location.
- B. Failure to collect garbage from a residence- \$100 per location. This includes leaving containers in the street and leaving spilled garbage or recyclables at the curbside.
- C. Using or maintaining truck in a leaking or unsanitary condition - \$1 ,000 per offense.
- D. Damaging (other than reasonable and normal wear and tear) or carrying away permanent receptacles - repair, replacement or pay - \$100 per offense.
- E. Failure to clean up any materials spilled or draining from equipment - \$ 1 ,000 per offense.

#### **2.14 Merger/ Bankruptcy/ Bulk Sale**

During the term of the Contract, Contractor covenants, warrants and agrees that it will not file any proceeding in bankruptcy or reorganization under bankruptcy laws of the United States or under any specific debtor, receivership, composition with creditor, liquidation proceedings or similar proceedings under Pennsylvania law. Contractor further covenants, warrants and agrees that during the term of any Contract awarded, it will not merge with any other entity or become a subsidiary of any other corporate interest. Contractor also warrants that it will not undertake the sale of assets, stock or equipment during the term of the Contract in any fashion which might jeopardize or compromise service or performance.

If, despite the covenants contained herein, the Contractor does file proceedings in bankruptcy or like proceedings in state court, or by merger or sale become acquired by any other corporation or entity, such actions may constitute a termination of the Contract and result in the subsequent forfeiture of the bond at Borough Council's sole election.

#### **2.15 Workers' Compensation Insurance**

During the term of this Contract, the Contractor shall maintain Workers' Compensation insurance in order to fully protect both its employees and the Borough, as may be required by any and all state and federal laws, and provide the Borough with appropriate certificates evidencing the existence of said insurance policy prior to the commencement of work under the Contract.

#### **2.16 Government Immunity Waiver**

All policies of insurance required pursuant to the Specifications or the subsequent Contract therein, shall waive any government immunity, if any, of the Borough, and shall extend to and include all direct and indirect agents and employees of the Contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the Contractor pursuant to the terms of the Contract.

## **Section III                      Detailed Specifications for the Collection and Disposal of Domestic Waste and Bulk Trash**

### **3.01     Definitions**

As used throughout the Bidding and Contract Documents, the following words shall have the meanings indicated:

**Approved Reusable Container.** Shall be not larger than 96 gallons nor smaller than 32 gallons and constructed of durable, watertight, rust- and corrosion-resistant material, such as plastic, metal or fiberglass, in such a manner as to be leak-proof, insect and rodent proof, have lifting handles and a lid. Residences required to participate in the municipal solid waste collection service shall use an approved reusable container for storage and collection of special disposable bags.

**Bulk Container.** Any container meeting the minimum standards established by the National Sanitation Foundation with a capacity of over 96 gallons.

**Curbside.** The area within five (5) feet of the edge of a public or private street, lane, alleyway, or intersection of a shared driveway and adjacent private property.

**Dispose or Disposal.** The incineration, deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania.

**Domestic Waste or Household Refuse.** Waste, comprised of garbage and rubbish, which normally originates in the residential uses and is not construction, demolition, institutional, industrial or hazardous waste.

**Dwelling Unit.** One or more rooms, including a kitchen (or kitchenette) and sanitary facilities in a dwelling structure, designed as a unit for occupancy by not more than one family for living and sleeping purposes.

**Garbage.** A component of domestic waste or household refuse which is any putrescible solid waste derived from animal, grain, fruit or vegetable matter that is capable of being decomposed by microorganisms with sufficient rapidity to cause such nuisances as odors, gases or vectors.

**Large Bulk Item.** Large bulk items shall be one piece or section of furniture or one appliance that will not fit into a mobile refuse cart or a special disposable bag. Any appliances containing Freon shall have Freon removed in accordance with all applicable state and federal laws with appropriate tag attached prior to being picked up. Large bulk items shall not include auto parts, lead acid batteries, televisions, monitors or recyclable materials of any kind or a container of any kind with components of solid waste inside. Size of a large bulk item may be limited by the Borough's contracted hauler.

**Large Bulk Item Tag.** An identification tag purchased from the Borough allowing for additional large bulk items to be placed out for collection, a separate tag is required for each additional large bulk item.

**Mobile Refuse Cart.** Plastic mobile cart provided to residents required to participate in the municipal solid waste collection service for the collection and storage of domestic waste and shall be 96 gallons.

**Monroe County Municipal Waste Management Plan.** The Municipal Waste Planning, Recycling and Waste Reduction plan adopted by the County of Monroe, Pennsylvania, Ordinance No. 02013-03.

**Multifamily Housing Properties.** Any dwelling structure having more than four dwelling units per structure.

**Municipal Solid Waste Collection Service.** Residential solid waste collection provided by the Borough of Stroudsburg to qualifying properties within the Borough.

**Municipal Solid Waste Collection Service User Fee.** The fee established in order to offset the costs of providing the municipal solid waste collection service and recycling collection and processing services to residences in the Borough of Stroudsburg.

**Municipality.** The Borough of Stroudsburg, Monroe County, Pennsylvania.

**Nonrecyclable Material.** Materials are not readily recyclable; the following are examples of non-recyclable materials:

(1) Non-recyclable paper/cardboard: wrapping paper that is laminated or contains foreign materials such as foil-coatings or glitter, photographic film, microwave containers, hardcover books, frozen food boxes, thermal fax paper, carbon paper, blueprints, aluminum foil boxes, binders and pizza boxes.

(2) Non-recyclable plastic consumer items: some food storage containers, dishware, vinyl, disposable diapers, toys, Formica™, fiberglass, foam materials, and plastics attached to other materials such as kitchenware or auto parts.

(3) Non-recyclable glass: non-container glass, plate glass, automotive glass, light bulbs, blue glass and porcelain and ceramic products.

(4) Other waste: ashes, soil, animal feces and carcasses, dirt, furniture, mattresses, and insulation.

**Private Community.** A residential area with privately owned roads, streets or alleys that is governed by a homeowners association or other similar cost sharing organizations for the maintenance of the privately owned streets, roads or alleys.

**Processing.** Any technology used for the purpose of reducing the volume or bulk of domestic waste or used to convert part or all of such waste materials for off-site reuse. Processing facilities include but are not limited to transfer facilities, composting facilities and resource-recovery facilities.

**Residences.** Any single- or multifamily dwelling structure having no more than four dwelling units per structure and which are not private communities.

**Rubbish.** A component of domestic waste that is all non-putrescible solid waste except garbage and other decomposable matter. This category includes but is not limited to ashes, bedding, non-recyclable cardboard, cans, crockery, glass, paper and large bulk items and shall not include hazardous waste.

**Shall.** Mandatory.

**Solid Waste.** Any waste, including but not limited to municipal, residual, institutional, industrial, yard waste or hazardous wastes, including solid, liquid, semisolid or contained gaseous material.

**Special Disposable Bag.** Disposable bags available for purchase from the Borough for any refuse in addition to leased mobile refuse cart. Special disposable bags will be available for purchase Monday through Friday from 8:30 am to 5:00 pm.

**Transfer Station.** Any supplemental transportation facility used as an adjunct to solid waste collection vehicles.

**Transportation.** The off-site removal of any solid waste at any time after generation.

### **3.02 Mobile Refuse Cart/Refuse Containers**

Contractor shall provide a Mobile Refuse Cart for each dwelling unit service for the collection and storage of domestic waste to residents required to participate in the municipal solid waste collection service. The containers shall be provided in the 96-gallon size.

Any person owning a property that is serviced by the municipal solid waste collection service shall provide a sufficient number of approved mobile refuse carts to store/contain all waste materials generated during periods between regularly scheduled collections and shall place and store/contain all waste materials therein. The quantity of the mobile refuse cart assigned to a property shall be reported to the Borough. Each housing unit in a two, three or four-family housing property shall be required to have its own mobile refuse cart unless an exception is requested in writing.

Contractor shall collect trash that is also contained in approved reusable containers, bulk containers and special reusable bags as well as tagged additional large bulk items.

### **3.03 Residential Collection**

Collections during the course of the contract shall be as follows:

A. **Schedule:** Contractor shall collect all domestic waste and one (1) large bulk item per week from all residences required to participate in the municipal solid waste collection service, according to requirements of the licensed waste hauler so as not to cause any health hazards, odors, flies, safety hazards and fire hazards, unsightly conditions or public nuisances.

Contractor shall collect trash on a day(s) mutually agreed upon by Borough and Contractor, during the entire period of the Agreement.

B. **Hours:** All solid waste collection activity shall be conducted between the hours of 3:00 a.m. and 6:00 p.m., unless prior approval of any exception has been granted by the municipality. No collection, hauling or transporting of solid waste shall be permitted on Sunday.

C. **Routes:** All trucks employed by the Contractor shall follow the same routes, which shall not be changed except upon approval of the Borough Manager or his duly authorized representative, so that service to the residents will be at reasonably uniform times and pursuant to reasonably uniform patterns. All routes, schedules and traffic of trucks upon the streets and highways of the Borough, including the routes for the initial trash pickup by the successful Bidder, shall be approved by the Borough Manager.

**D. Point of Collection:** Contractor shall and will collect and remove all refuse placed curbside from each residence within the Borough on designated pickup days. Curbside shall be defined as the area within five (5) feet of the edge of a public or private street, lane, alleyway, or intersection of a shared driveway and adjacent private property.

**E. Preparation of Refuse for Collection:** All domestic waste shall be drained of free uncontained liquids before being placed in storage containers.

When specified by the Borough or Contractor, special preparation and storage procedures may be required to facilitate the collection and resource recovery of certain waste materials.

**F. Places of Collection:** Collection shall be made from all participating residences throughout the Borough, which shall include all streets, public or private, and shall include those streets that are temporarily closed for repairs or construction. In the latter case, special collection points shall be designated by the Borough representative if the condition of the street would prevent access thereto by the collector's truck. Residential dwelling units that are constructed and become occupied during the term of this agreement shall receive collection service in the same manner as all currently existing residential units at no additional charge.

**G. Manner of Collection:** All collections shall be made with a minimum of noise and traffic delay to pedestrians and vehicular traffic within the Borough. All receptacles and containers shall be handled as carefully and quietly as possible by the Contractor's employees.

**H. Disposal of Domestic Waste as herein Defined:** Domestic Waste shall be taken to such resource recovery facility landfill, transfer station, or processing facility which is approved and permitted by the DEP and in compliance with the Monroe County Waste Management Plan. As evidence of capacity for the disposal of the Borough's solid waste, the Bidder shall include a letter from the disposal facility signed by the president and/or owner of the disposal facility stating that the Bidder is guaranteed disposal capacity for the Borough's solid waste for the full term of the contract. The letter shall also provide the PA DEP permit number, that the disposal facility is in good standing with the PA DEP, and the facility has not entered into any Consent Agreements of Civil Penalty within the last 5 years with the DEP. A back-up disposal facility shall be identified as well, with the same letter of acceptance as above. The cost of disposal at the designated facility shall be fixed by contract between the facility and the Contractor.

**I. Holidays:** The following holidays are designated where no pickups are required:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

When one of the collection days falls on one of these holidays, the scheduled collection day shall be the day after the holiday.

### **3.04 Borough Facilities and Public Trash Receptacle Collection**

Collections during the course of the contract shall be as follows:

A. **Schedule:** Contractor shall collect all waste from municipal garbage containers and Borough facilities, according to requirements of the licensed waste hauler so as not to cause any health hazards, odors, flies, safety hazards and fire hazards, unsightly conditions or public nuisances.

**Main Street** (from the East Borough line to West Borough line along Main Street corridor); **North 7<sup>th</sup> Street to Monroe Street**; and **Courthouse Square**. Total of 34 Cans: Pick-up three (3) Times Weekly, Monday – Wednesday – Friday, with a potential pick-up Saturday as part of the bid requirements.

**Stroudsburg Municipal Building**, 700 Sarah Street. Garbage bags in basement, One (1) Trash Can outside. Pick-up once weekly, preferably Thursday.

**Parking Garage**, 550 Ann Street. Two (2) Trash Cans, one each, downstairs & upstairs. Pick-up once weekly, preferably Wednesday.

**Ann Street Park**, 5<sup>th</sup> and Ann Streets. One (1) trash can. Pick-up once weekly, preferably Wednesday.

**Glen Park**, 100 Block of Collins Street. Six (6) trash cans. Pick-up once weekly, preferably Wednesday.

**Borough Park/Stroudsburg Pool**, 1100 Main Street. Number of cans varies; are brought curbside by Borough Staff on collection day. Pick-up once weekly, preferably Wednesday.

**3<sup>rd</sup> Street Park**, 88 North 3<sup>rd</sup> Street. Number of cans varies; are brought curbside by Borough Staff on collection day. Pick-up once weekly, preferably Wednesday.

**Borough Public Works Facility**, 118 Borough Street. 15-Yard Dumpster (Provided by Contractor). Emptied once weekly, preferably Thursday.

Contractor shall collect trash on a day(s) mutually agreed upon by Borough and Contractor, during the entire period of the Agreement.

B. **Hours:** All solid waste collection activity shall be conducted between the hours of 3:00 a.m. and 12:00 p.m., unless prior approval of any exception has been granted by the municipality. No collection, hauling or transporting of solid waste shall be permitted on Sunday.

C. **Manner of Collection:** All collections shall be made with a minimum of noise and traffic delay to pedestrians and vehicular traffic within the Borough. All receptacles and containers shall be handled as carefully and quietly as possible by the Contractor's employees.

D. **Disposal of Waste:** Municipal Waste shall be taken to such resource recovery facility landfill, transfer station, or processing facility which is approved and permitted by the DEP and in compliance with the Monroe County Waste Management Plan.

I. **Holidays:** The following holidays are designated where no pickups are required:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day



Thanksgiving Day  
Christmas Day

When one of the collection days falls on one of these holidays, the scheduled collection day shall be the day after the holiday.

**3.05 Equipment and Personnel**

A. **Equipment:** Contractor shall provide to the Borough a list of all vehicles and major items of equipment to be used or being used for collection and transportation of domestic waste, including their type, capacity, gross and empty weight, and license number. The equipment list shall include the make, model and year of the vehicle, the VIN, gross vehicle weight, and the capacity of the equipment with respect to the collection equipment. All trucks used for the collection of household solid waste shall be specifically designed to prevent leakage of any liquids or fluids. Open-type vehicles may be used only for the collection of large bulk items, or other large items which are not likely to be blown out of the truck to litter the highway. Contractor is responsible to clean up any and all items or materials which come from the vehicle. Additionally, if Contractor fails or is unable to clean up items, materials or debris, Contractor will be held responsible to pay for any and all services that the Borough would deem necessary for cleaning up those items.

B. **Condition and Appearance of Vehicles and Equipment:** All vehicles and equipment shall be maintained in good mechanical and electrical operating condition and in compliance with the weight, safety and sanitary laws and regulations of the Commonwealth of Pennsylvania, Monroe County and the Borough. Vehicles and equipment shall display the name of the Contractor in locations plainly visible on both sides of the vehicle or piece of equipment. Changes in equipment shall be promptly reported to the Borough representative so that at all times its records will be correct and accurate.

C. **Cleanup:** Each truck shall have at least one broom and shovel to clean up the refuse that may be spilled or otherwise scattered during the process of collection. It shall be Contractor's obligation or that of its employees to effect cleanup of any spillage occurring during collection.

D. **Storage of Equipment:** Contractor shall store and park its equipment at a convenient and lawful place at its sole expense. No trucks or equipment may be parked or stored on Borough streets except during collection periods.

E. **Personnel/Employees:** Contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of the contract and shall furnish a list to the Borough of all personnel being employed by Contractor and working on the contract with the Borough if and when requested to do so. Any failure to comply with any aspect of this provision shall be automatically considered a breach of the contract and Contractor may be deemed in default, at the discretion of the Borough.

F. **Offensive Employees:** The Borough representative may request a suspension or discharge of any employee for one or more of the following offenses during work hours, and the Contractor shall comply with the request as promptly as possible:

1. Intoxication
2. Use of loud, profane, vulgar or obscene language
3. Soliciting gratuities or tips from the public for services to be performed hereunder
4. Refusal to collect or handle refuse as herein required and defined

5. Wanton or malicious damage or destruction to containers or receptacles
6. Wanton or malicious scattering or spilling of refuse
7. Any other wanton, willful or reckless disregard of safety or sanitary requirements
8. Any other wanton, willful or reckless disregard of property rights of public
9. Any act which may constitute a public nuisance or disorderly conduct

**G. Safety Training Program:** Each bidder shall submit with its bid a copy of its Safety Training Program with regard to all employees engaged in the collection and/or transportation of solid waste or recycling within the Borough. At a minimum, the Safety Program shall include training components which comply with the following mandatory and industry-recommended safety standards as found in the latest version of US DOT, PENNDOT, OSHA and ANSI Z245 industry standards with regard to the following training areas:

1. Commercial Motor Vehicle Operations
2. Collection Crew Safety
3. Commercial Container Handling
4. Energy Control for Vehicle Maintenance and Servicing
5. Collection and Transfer Vehicles
6. Unloading procedures at treatment, processing and disposal facilities

The areas of safety shall include, at a minimum, the following core training areas as a part of the Training Program:

1. Basic Hazard Communications (HAZCOM)
2. Blood-borne Pathogens
3. Confined Space Entry
4. Drug and Alcohol Abuse Prevention Programs
5. Electrical Safety
6. Emergency Spill Response
7. Control of Hazardous Energy (Lockout/Tagout)
8. Ergonomics
9. Fire Safety
10. Hearing Conservation
11. Personal Protective Equipment
12. Powered Industrial Truck Operations
13. Traffic Control
14. Walking-Working Surfaces

The Borough reserves the right to inspect and approve all Safety Program materials and employee certificates of completion at any time prior to and at any time during the term of any contract awarded. No employee of Contractor shall be permitted to work within the Borough until such time as said employee has completed the minimum Training Program as outlined herein and obtains a signed certificate of completion. All employees shall be provided with training updates on a regular basis, but in no event shall updates occur less than two (2) times per calendar year.

In lieu of submission of a copy of the bidder's Safety Training Program, a schedule of annual mandated training by the hauler would be acceptable.

**H. Contingencies:** Non-performance of any of the contractual obligations by the Contractor which are substantial or such as to endanger the health and welfare of the residents of the Borough may, at the option of Borough Council, be sufficient cause for the Borough to terminate the contract and seek

damages under the Performance Bond of the Contractor, provided, however, that such option shall not be exercised if the non-performance is caused by (a) unavoidable casualties to more than a majority of the collection trucks of the Contractor for a period not exceeding five continuous days because of a strike or strikes or other labor disputes of the employees of the Contractor which prevent operation of the Contractor's collection trucks; (b) legal acts of duly constituted public authorities, other than the Borough, if such acts are not provoked by any act or omission or commission by the Contractor; (c) any act of God or nature; and/or (d) civil disturbances or war.

Non-performance by Contractor for whatever reason, of any nature, and regardless of whether it is substantial or a menace to the health and welfare of the residents of the Borough, shall be just cause, at the sole option of the Borough, for a pro rata deduction by the Borough of funds which would otherwise be due the Contractor for performance hereunder, except as follows:

1. The first two consecutive days, or parts thereof, including Saturdays, Sundays and/or holidays, of a bona fide strike or labor dispute as aforesaid by Contractor's employees; or
2. The first seven (7) consecutive days or parts thereof, including Saturdays and Sundays and/or holidays, or acts of God or nature, as a result of which a majority of Contractor's collection trucks are rendered inoperable; or
3. Any day or days or parts thereof, not including Saturdays, Sundays or other holidays, or acts of omission or commission which are under the control of the Borough.

I. **Cooperative Actions:** The successful Bidder shall cooperate with the Borough representative in the formulation of various programs which may be considered by the Borough with respect to solid waste management and other related programs.

J. **Intrusion of Governmental Action:** Subsequent to the letting of the contract, should operations be discontinued by any governmental agency for alleged violation of county, state or federal statutes, ordinance, or rules and regulations, such disruption, if not occasioned through the fault of the Borough, shall not discharge the Contractor from obligations under this agreement, and in the event that the interruptions are the responsibility of the Contractor, shall warrant termination of the agreement and foreclosure on the bond at the sole option of Borough Council.

K. **Private Accounts:** Nothing contained in these Bid Specifications or in the subsequent contract shall prohibit Contractor from entering into a separate contract or contracts with any non-residential premises for refuse removal therefrom; however, such contract, if any, shall not interfere with the schedule of collections as called for in these Specifications. Furthermore, the trash collected under any such private account shall not be commingled with any residential trash from the Borough or collected in trash vehicles which are dedicated to the collection of residential trash in the Borough. Trash from any such private accounts must at all times remain separate and apart from trash collected under the terms of the contract.

K. **Dedicated Vehicles and Routes:** The Contractor shall at all times dedicate certain vehicles to collect residential trash within the Borough.

**BOROUGH OF STROUDSBURG  
BID CHECKLIST**

- \_\_\_\_\_ Bid Form
- \_\_\_\_\_ Bidder Qualification Questionnaire
- \_\_\_\_\_ Bidder's Affidavit
- \_\_\_\_\_ Affidavit of Non-Collusion
- \_\_\_\_\_ Non-Discrimination/Equal Opportunity Affidavit
- \_\_\_\_\_ Consent of Surety
- \_\_\_\_\_ Bid Bond or Certified Check
- \_\_\_\_\_ List of Vehicles/Equipment to be Used
- \_\_\_\_\_ Copy of Safety Training Program
- \_\_\_\_\_ Disposal Facility Capacity Letter
- \_\_\_\_\_ Certificate of Insurance
- \_\_\_\_\_ Three Letters of Reference from Pennsylvania Municipalities

## BID FORM

The undersigned, having carefully inspected the Borough of Stroudsburg, Monroe County, either personally or by duly authorized representatives, and having carefully and thoroughly read and examined the Instructions to Bidders, General Specifications, Detailed Specifications, and Affidavit of Non-Collusion, Qualification Questionnaire, and Bidder's Affidavit (all of which were incorporated in Bidding Instructions prepared by the Borough of Stroudsburg), which documents are understood and accepted as sufficient for the purpose of determining the services to be contracted for by the Borough of Stroudsburg for domestic waste collection and disposal, hereby proposes to comply with said requirements and furnish all labor, equipment, services and facilities in compliance with the Contract Documents mentioned herein, and to commence said performance on January 1, 2026, and continue such performance until the end of the awarded term (three (3) or five (5) years) .

The annual lump sum contract price for collection of trash and refuse as set forth in the General Specifications and Detailed Specifications shall be as follows:

For Option 1: Weekly Domestic Waste Collection, Disposal and Transportation:

THREE YEAR BID:

2026           \$ \_\_\_\_\_

2027           \$ \_\_\_\_\_

2028           \$ \_\_\_\_\_

TOTAL BID:   \$ \_\_\_\_\_

For Option 2: Weekly Domestic Waste Collection, Disposal and Transportation:

FIVE YEAR BID:

2026           \$ \_\_\_\_\_

2027           \$ \_\_\_\_\_

2028           \$ \_\_\_\_\_

2029           \$ \_\_\_\_\_

2030           \$ \_\_\_\_\_

TOTAL BID:   \$ \_\_\_\_\_

For Option 3: Saturday Main Street, North 7<sup>th</sup> Street and Courthouse Square Public Receptacle Pick-Up

THREE YEAR BID:

2026           \$ \_\_\_\_\_

2027           \$ \_\_\_\_\_

2028           \$ \_\_\_\_\_

TOTAL BID:   \$ \_\_\_\_\_

FIVE YEAR BID:

2026           \$ \_\_\_\_\_

2027           \$ \_\_\_\_\_

2028           \$ \_\_\_\_\_

2029           \$ \_\_\_\_\_

2030           \$ \_\_\_\_\_

TOTAL BID:   \$ \_\_\_\_\_

The Borough of Stroudsburg reserves the right to award a contract for a term of three (3) or five (5) years.

Company: \_\_\_\_\_

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

Title: \_\_\_\_\_

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Borough of Stroudsburg  
Domestic Waste Collection, Transportation and Disposal  
Bidder Qualification Questionnaire

It is mandatory that each entity submitting a bid for this contract completes this Bidder Qualification Questionnaire. For purposes of the Qualification Questionnaire, the term "Bidder" shall include the entity that is submitting the bid for this contract and the owners, shareholders, members, partners, officers, directors and high managerial employees of that entity, as well as any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership, or other entity related to or associated or affiliated with the entity that is submitting the bid for this contract, and the owners, shareholders, members, partners, officers, directors, and high managerial employees of those related, associated or affiliated entities. For purposes of this Qualification Questionnaire, the term "Bidding Entity" shall mean the entity that is submitting the bid for this contract.

All questions must be answered. The failure to complete any portion of this questionnaire shall render a bid non-responsive. Any omissions or misrepresentations that the Borough deems material will also render a bid non-responsive. The Borough shall reject all bids that are non-responsive.

In the space provided and using additional sheets, if necessary, please answer the following questions:

1. Please list the names of any parent Corporation, Subsidiary Corporation, Affiliated Corporation, Proprietorship, Partnership, Company or other Entity related to, or associated or affiliated with the "Bidding Entity".
2. List and describe the nature of any felony or misdemeanor criminal convictions of the "Bidder" or guilty plea or plea of no contest by the "Bidder" in the last seven (7) years.
3. In the last ten (10) years, has the "Bidder", as a Defendant in a criminal action, ever been found guilty of or plead guilty or no contest to any violation of the anti-trust laws of the United States?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide the following information:

- (a) The date of the conviction or plea.
  - (b) The court where conviction or plea was entered.
  - (c) Names of Defendants who were found guilty or plead guilty or no contest.
  - (d) Crimes which Defendants were found guilty, or plead guilty or no contest to.
  - (e) Sentence imposed by the Court including, but not limited to, incarceration, probation, and fines.
4. In the last ten (10) years has the "Bidder", as a Defendant or Respondent in a civil action, ever been adjudicated in violation of the anti-trust laws of the United States, had a verdict or judgment entered



against it, him or her for any violation of the anti-trust laws of the United States, or has the "Bidder" ever entered into a settlement agreement, consent agreement or other similar agreement that resolved a civil action in which a violation of the anti-trust laws of the United States was alleged?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide the following:

(a) State whether the civil action resulted in a verdict, judgment, and consent agreement or settlement agreement.

(b) The date of the verdict, judgment, consent agreement, settlement agreement.

(c) The name of the court, in which the verdict was rendered, the judgment entered, or the consent agreement recorded.

(d) The names of the Defendants against whom the verdict judgment was entered.

(e) The amount of the verdict or judgment entered.

(f) Attach a copy of any consent agreement entered into by the "Bidder."

5. Does the "Bidder" own and/or operate any sites that are part of any superfund sites as designated by the Environmental Protection Agency on its National Priority List for site clean-ups or on the EPA Corrective Action Program (RCRA) scheduled for or to be scheduled for clean-up.

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide the name and location of each such site.

6. Has the "Bidder" entered into any Consent Agreements of Civil Penalty with and/or received a Civil Penalty Assessment from the PA DEP related to any of its disposal facilities within the last five (5) years? If yes, please provide dates and details.

7. How many years of experience has the "Bidder" had in the collection of residential waste under municipal contract?

8. The "Bidder" must provide letter references dated within the last two (2) years from at least three (3) Pennsylvania municipalities evidencing satisfactory performance under a municipal contract. Those reference letters must be attached to the Qualification Questionnaire.

9. In the last ten (10) years, has the "Bidder" ever failed to complete a municipal collection contract that was awarded to it?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe the circumstances.

10. The "Bidder" must list at least three (3) Pennsylvania municipalities with which it currently has a contract for municipal recycling collection, and the "Bidder" must provide the names and telephone number of the municipal employee that oversees each such contract.

(a) Municipality

Municipal Contact Person:

Telephone Number:

(b) Municipality

Municipal Contact Person:

Telephone Number:

(c) Municipality

Municipal Contact Person:

Telephone Number:

11. Attach a copy or sample of your "Notice to Customer and Reason of Refusal to Pick-up Material." Explain how your company would transmit refusal of pick-up to the Borough's Office.

12. Please indicate the local telephone number for your office which shall be available to receive service calls from both the residents of the community and Borough officials and the name of the person in your organization to contact.

13. Is your company unionized?

If so, what union represents your company employees:

If not, has any union ever attempted to organize your employees?

14. For each vehicle that you propose to use in providing collection services within the community under this contract, please provide the following information: name(s) of body manufacturer, year(s) manufactured; VIN; gross vehicle weight; capacity of the equipment. Please also describe your truck replacement policy and the projected or anticipated number of replacement trucks throughout the duration of the contract.

1.

2.

3.

4.

5.

15. Operation Plan

Each Bidder shall submit with its Bid a comprehensive operational plan. This plan must include detailed information as follows:

(a) Resumes of the staff involved with the collection

(b) Trucks that will be utilized, copies of registrations and Act 90 DEP Waste Transporter Licenses

- (c) Staffing of vehicles
- (d) Supervision of routes
- (e) Customer Service Program
- (f) Safety Training Program
- (g) Emergency Spill Remediation Procedure

16. Each bidder shall provide evidence of cash or cash equivalent of at least \$5,000 ,000 for the last three (3) fiscal years.

A bidder may establish proof of meeting these minimum financial qualifications in the following manner: If the bidder is a public company, bidder may submit a copy of its most recent audited financial statement as included in its most recent 10K filing; if the bidder is a private company, the bidder may submit a condensed audited financial statement prepared by an independent auditor.

17. List three banking references:

**Company:**

**Address:**

**By:**

**Title:**

Sworn to and subscribed before me this

\_\_\_\_ day of \_\_\_\_\_, 2025

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Notary Public

## BIDDER'S AFFIDAVIT

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF** \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he  
resides at \_\_\_\_\_, that  
he is the \_\_\_\_\_ of \_\_\_\_\_  
who signed the above Proposal or Bid, that he was duly authorized to sign on its behalf, and that the Bid  
is the true offer of the Bidder, that the seal attached is the seal of the Bidder , and that all the declarations  
and statements contained in the Bid are true to the best of his knowledge and belief.

\_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

**AFFIDAVIT OF NON-COLLUSION**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF \_\_\_\_\_**

\_\_\_\_\_, being first duly sworn, deposes and says that he is  
\_\_\_\_\_ of \_\_\_\_\_

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person to fix the bid price of affiant or any other bidder, or to fix an overhead, profit or cost element of said bid price or that of any other bidder, or to secure any advantage against the Borough of Stroudsburg or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid or the contents hereof or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

# NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is  
Name

\_\_\_\_\_ of \_\_\_\_\_  
Title Company

the party that made the foregoing Proposal; that such party as Bidder does not and shall not discriminate against any employee or Bidder for employment because of race, religion, color, sex or national origin. If awarded the Proposal and contract under this Proposal, said party shall take affirmative action to insure that Bidders are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin.

Furthermore, said party agrees to abide by all applicable state and federal statutes in all contract provisions if selected as the successful Bidder by the municipality.

\_\_\_\_\_  
Affiant Signature Date

\_\_\_\_\_  
Affiant Title

\_\_\_\_\_  
Company/Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary

(Seal)

My Commission Expires: \_\_\_\_\_