

GENERAL CONDITIONS

A. General Requirements

1) Bid Bond

Each bid must be accompanied by a bid bond or certified check in the amount of ten (10) percent, stated in dollars, of the highest total bid for trash and recycling collection and disposal for the five years beginning July 1, 2025, and ending June 30, 2030. The bond or certified check must be made payable to East Stroudsburg Area School District as evidence of good faith and a guarantee that if the bidder is successful they will enter into a Contract. It is understood that the bid surety will be forfeited should the bidder be awarded the bid and fail to enter into the Contract.

2) Performance Bond

Before the execution of the service contract, the successful bidder will be required to furnish a 100% Performance Bond for the full term of either the three-year or five-year contract selected. The bond reduces by 1/3 after each year completion if a 3-year contract is awarded, or by 20% after each year of completion if a 5-year contract is awarded.

3) Consent of Surety

Each bid must be accompanied by an officer signed surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania. The Consent of Surety shall state that the surety company in question unconditionally agrees to furnish the required performance bond for the full amount of the contract. 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 of the bid submission shall preclude the bid from being considered.

4) Insurance

Each bidder must submit with its bid a Certificate of Insurance issued by an insurance company satisfactory to East Stroudsburg Area School District evidencing the existence of the mandatory minimum coverage required by this section. The Certificate of Insurance shall designate East Stroudsburg Area School District as an additional insured and shall, at a minimum, provide the following coverage:

- a) General Public Liability Insurance (non-automotive) for personal injury and damage to property shall not be less than \$5,000,000 for each occurrence and \$10,000,000 aggregate. (Including Excess Coverage)
- 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 \$10,000,000 aggregate.
- c) Workmen's 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.
- d) Excess insurance in the amount of \$10,000,000 applicable to general and auto liability.

- e) Pollution Liability coverage in the amount of \$1,000,000 per occurrence and aggregate including transportation risks.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amount set forth above and shall name East Stroudsburg Area School District as an additional insured and be designed to protect East Stroudsburg Area School District from 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 his contract, whether such obligation be controlled by the Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the Contract by the terms of this contract.

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. Failure to submit the Certificate of Insurance shall render the bid invalid.

5) Disposal Facility

A notarized letter from the intended disposal facility along with a copy of the Department of Environmental Protection Agency Permit must be included with the bid. This letter must clearly state that the facility has the capacity to accept the waste from the East Stroudsburg Area School District for the full term of the three or five-year contract. ***The disposal facility must be one of those designated to receive Monroe County waste.***

6) Non Collusion Affidavit is required.

7) Public Bid are due and will be opened on Friday March 7th, 2025 at 1:00 PM at 50 Vine Street, East Stroudsburg, PA 18301 - Administration Offices - by Peter T. Bard, Chief Financial Officer, or his designee.

B. General Specifications

- 1) The contractor agrees that there should be no other fees imposed upon the district for the pickup and disposal of the trash and recycling other than those that are indicated in the bid.
- 2) The Contractor shall be permitted to use the techniques acceptable for the removal of trash

and recycling. All containers are to be supplied by the Contractor and are to be put in the same place and position from which they are taken. Any extra refuse or recycling placed besides containers is to be taken at the time containers are emptied at no additional charge.

- 3) The Contractor shall supply all “bear-proof” containers with metal side doors and lids installed with gravity locks. All trash and recycling containers shall be scrubbed, cleaned, and painted before the start of each school year.
- 4) The “removal area” at each location, after dumping shall be inspected for any debris left on the ground. The debris shall be picked up and broom-cleaned by the Contractor if required before leaving the site.
- 5) Additional pickups if requested must be approved by the Supervisor of Environmental Services or designees specified by the Supervisor of Environmental Services.
- 6) All containers will be clearly marked either for trash or single-stream recycling.
- 7) Single-stream recycling will include paper, cardboard, newsprint, tin, aluminum, glass, and plastics #1-7.
- 8) The Contractor must submit a yearly report to the district for each calendar year listing the tonnages for both waste and recycling.
- 9) It is the responsibility of the bidder to visit all collection sites for a comprehensive understanding of the collection process.

C. Scope of Work

School	Containers	Service Schedule	
Administration Office	1 (8 cy) Trash	3x week	Bear-proof containers
	1 (8 cy) Recycle	1x week	

East Stroudsburg HS South	4 (6 cy) Trash	3x week	Bear-proof containers
	2 (8 cy) Recycle	1x week	
Stadium	1 (6 cy) Trash	2x week	Bear-proof containers
	1 (4 cy) Recycle	1x week	
Maintenance Building	1 (4 cy) Trash	1x week	Bear-proof containers
East Stroudsburg Elem	2 (8 cy) Trash	2x week	Bear-proof containers
	1 (8 cy) Recycle	1x week	
JM Hill Elementary	1 (6 cy) Trash	3x week	Bear-proof containers
	1 (8 cy) Recycle	1x week	
Smithfield Elementary	1 (6 cy) Trash	3x week	Bear-proof containers
	1 (8 cy) Recycle	1x week	
JT Lambert Intermediate	3 (6 cy) Trash	3x week	Bear-proof containers
	3 (6 cy) Recycle	1x week	
South Bus Garage	1 (8 cy) Trash	2x week	Bear-proof containers
Resica Elementary	1 (8 cy) Trash	3x week	Bear-proof containers
	1 (8 cy) Recycle	1x week	
Middle Smithfield Elem	2 (8 cy) Trash	2x week	Bear-proof containers
	1 (8 cy) Recycle	1x week	
Bushkill Elementary	2 (6 cy) Trash	2x week	Bear-proof containers
	1 (8 cy) Recycle	1x week	
High School North/Lehman Intermediate	6 (6 cy) Trash	3x week	Bear-proof type containers
	3 (6 cy) Recycle	2x week	
	1 (8 cy) Recycle	2 x week	
North Bus Garage	1 (8 cy) Trash	2x week	Bear-proof type containers

For the Refuse & Recycling Collection Contract

This proposal is submitted in accordance with your invitation to submit a Sealed Proposal for the "Refuse and Recycling Contract", East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301.

Having carefully examined the site and various conditions affecting the work, the undersigned hereby agrees to furnish all materials, and equipment and perform all labor necessary to complete the requirements in strict accordance with the Contract.

The undersigned agrees that the Contract Documents are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were repeated at length herein, or where physically attached hereto.

The undersigned further agrees to complete the work in accordance with specifications, unless further amended by East Stroudsburg Area School District.

The undersigned further certifies that (1) the Proposal is genuine and is not sham, collusive, or fraudulent; (2) the Proposal is not made in the interest or behalf of any person other than the undersigned; (3) otherwise; to secure any advantage over any other bidder.

This contract will either be a three-year or five-year contract commencing on July 1, 2025, and expiring on June 30, 2028 or June 30, 2030.

Three Year Bid

1) Contract Price for 7/1/25-6/30/26 _____

2) Contract Price for 7/1/26-6/30/27 _____

3) Contract Price for 7/1/27-6/30/28 _____

Total Contract Price for three
years _____

Five Year Bid

1) Contract Price for 7/1/25-6/30/26 _____

2) Contract Price for 7/1/26-6/30/27 _____

3) Contract Price for 7/1/27-6/30/28 _____

4) Contract Price for 7/1/28-6/30/29 _____

5) Contract Price for 7/1/29-6/30/30 _____

Total Contract Price for five
years _____

Cost for additional pick up of listed dumpsters

4 c/y Trash \$ _____

6 c/y Trash \$ _____

8 c/y Trash \$ _____

Flat rate cost for Open Top Dumpsters if needed:

10 c/y \$ _____ per load

20 c/y \$ _____ per load

30 c/y \$ _____ per load

NON-COLLUSION AFFIDAVIT

The undersigned proposer having fully reviewed the Bid for Muncipal Solid Waste and Recycling and determined the accuracy of the statements made herein certifies that:

1. I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers, as the case may be.
2. This proposal was developed independently and submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition.
3. The contents of this proposal have not been communicated by me or by any employees or agents of my firm to any person not an employee or agent of this firm and I/we will not communicate any information concerning this proposal to any such person prior to the official opening of the bid.
4. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal for this project or to submit a price higher than this price, or to submit an intentionally high or noncompetitive price.
5. My firm, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
6. I acknowledge that the above representations are material and important, and will be relied upon by the East Stroudsburg Area School District when recommending an award for the services for which this proposal is submitted.

Firm Name

Date

Name and Title (Printed)

Signature