

April 29, 2021

ADDENDUM NO. 1

BOROUGH OF MCSHERRYSTOWN

MUNICIPAL SOLID WASTE HAULING AND RECYCLING SERVICES

In accordance with the requirements of the “INVITATION TO BID,” this Addendum shall be attached to and become a part of the Contract Documents for the above referenced Project.

This Addendum is transmitted via email. A return email confirming receipt of this Addendum is requested. Email receipt confirmation shall be sent to Katherine Molina at secretary@msherrystownboro.org. Failure to respond may be cause for rejection of the Bid.

The Borough Council of the Borough of McSherrystown makes the following changes to the original bid document entitled “Municipal Solid Waste Hauling and Recycling Services for the Borough of McSherrystown,” (hereinafter the “Bid.”)

1. The following provision shall be added to the Bid’s Specifications as Section A. Paragraph 5 and shall be titled, Hauling Location.

5. Hauling Location

At all times during the term of the Contact, Bidder shall take whatever action is required to cause all MSW generated within the Borough of McSherrystown to be delivered to the York County Incinerator as McSherrystown Borough refuse only and a copy of the tonnage delivered report must be forwarded to the Borough Office on a quarterly basis. All Recycling, if applicable, must be processed through a proper recycling facility and a copy of the tonnage delivered report must be forwarded to the Borough Office on a quarterly basis. Bidder will be responsible for all payments due to the York County Solid Waste and Refuse Authority for all MSW delivered to the incinerator as Borough refuse and per the agreement between the York County Solid Waste and Refuse Authority and the Borough.

2. The Page 29-32, which contains the “Proposal” shall be replaced by the attached Exhibit A.

3. Cubic Yard Report for the Borough’s commercial dumpsters is attached as Exhibit B and incorporated into this Addendum.

4. The Performance Bond attached hereto as Exhibit B is added and incorporated into the Contract Documents.

Exhibit A

PROPOSAL

DATE _____

Project: Municipal Solid Waste Hauling and Recycling Service for the Borough of McSherrystown

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to:
Borough of McSherrystown
338 Main Street
McSherrystown, PA 17344
Attn: Katherine Molina
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Borough in the form included in the Bidding Documents to perform the services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Bidding Documents, including but not limited to the Notice / Advertisement, Instructions to Bidders, and General Terms and Conditions, including without limitation those dealing with the disposition of Bid security, if applicable, and any and all agreements and/or contracts entered into by the Bidder and Borough. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Borough.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents, as set forth in the Bidding Documents that the Bidder has:
- A. examined and carefully studied the Bidding Documents, including but not limited to any Addenda, and the related data identified in the Bidding Documents;
 - B. if specified, or if, in Bidder’s judgment, any local condition may affect cost, progress or the performance of the Service, Bidder has visited the Borough of McSherrystown to become familiar with the local conditions;
 - C. became familiar with and satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, or the performance of the service;
 - D. has carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder’s visits, if any, to the Borough of McSherrystown, with the Bidding Documents;
 - E. promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Bidder; and

F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the service.

ARTICLE 4 - BASIS OF BID

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

Estimated Unit Counts are used for bid unit price comparison only and are in no way guaranteed for accuracy. The total unit count of 973 and 59 commercial dumpster units is used from records the Borough currently uses.

Three-year contract – Alternate Bid #1

1. Provide weekly collection and disposal service of garbage, yard waste, refuse, and one (1) bulk item with **no weekly container limit**, containers provided by residents, and recycling of cardboard, newsprint, brown, green and clear glass and aluminum, bi-metal and steel cans, and #1 - #7 plastics within the Borough of McSherrystown. Contractor and Borough will agree upon collection schedule. Collection and disposal service of garbage, yard waste, and refuse for commercial dumpsters at a collection schedule to be determined by the Contractor and Borough.

	Price Per Unit	Price Per Unit	Commercial Dumpsters Per Cubic Yard
1 st YEAR	\$	\$	\$
2 nd YEAR	\$	\$	\$
3 rd YEAR	\$	\$	\$
Optional 4 th Year	\$	\$	\$
Optional 5 th Year	\$	\$	\$

Three-year contract – Alternate Bid #2

1. Provide weekly collection and disposal service of garbage, yard waste, refuse, and one (1) bulk item with contractor providing one new (1) 96-gallon toter for refuse and one new (1) 64-gallon toter for recycling of cardboard, newsprint, brown, green and clear glass and aluminum, bi-metal and steel cans, and #1 - #7 plastics within the Borough of McSherrystown. Contractor and Borough will agree upon collection schedule. Collection and disposal service of garbage, yard waste, and refuse for commercial dumpsters at a collection schedule to be determined by the Contractor and Borough.

	Price Per Unit	Price Per Unit	Commercial Dumpsters Per Cubic Yard
1 st YEAR	\$	\$	\$
2 nd YEAR	\$	\$	\$
3 rd YEAR	\$	\$	\$
Optional 4 th Year	\$	\$	\$
Optional 5 th Year	\$	\$	\$

Three-year contract – Municipal Solid Waste Only – Alternate Bid #3

1. Provide weekly collection and disposal service of garbage, yard waste, refuse, and one (1) bulk item with **no weekly container limit**, containers provided by residents, within the Borough of McSherrystown. Contractor and Borough will agree upon collection schedule. Collection and disposal service of garbage, yard waste, and refuse for commercial dumpsters at a collection schedule to be determined by the Contractor and Borough.

	Price Per Unit	Price Per Unit	Commercial Dumpsters Per Cubic Yard
1 st YEAR	\$	\$	\$
2 nd YEAR	\$	\$	\$
3 rd YEAR	\$	\$	\$
Optional 4 th Year	\$	\$	\$
Optional 5 th Year	\$	\$	\$

Three-year contract – Municipal Solid Waste Only – Alternate Bid #4

1. Provide weekly collection and disposal service of garbage, yard waste, refuse, and one (1) bulk item with contractor providing one new (1) 96-gallon toter for refuse, within the Borough of McSherrystown. Contractor and Borough will agree upon collection schedule. Collection and disposal service of garbage, yard waste, and refuse for commercial dumpsters at a collection schedule to be determined by the Contractor and Borough.

	Price Per Unit	Price Per Unit	Commercial Dumpsters Per Cubic Yard
1 st YEAR	\$	\$	\$
2 nd YEAR	\$	\$	\$
3 rd YEAR	\$	\$	\$
Optional 4 th Year	\$	\$	\$
Optional 5 th Year	\$	\$	\$

Please note the toters in alternate bid #2 and #4 must be plastic, watertight having lids and wheels. The Contractor shall retain ownership of all toters distributed. The toters will be collected by the Contractor upon cancellation or termination of the Agreement. The Contractor shall exercise reasonable care in handling the toters and shall not willfully break, deface, or injure the same. All toters broken or destroyed by improper or careless handling by the Contractor shall be replaced by the Contractor at his/her/its own expense within twenty-four (24) hours.

In addition to the three-year contract prices set for above, please provide a yearly and/or month fee for the Contractor to provide the billing services, if the Borough so selects in its sole and absolute discretion.

_____ Total Annual Price for Billing Service **or** _____ Per Month Price for Billing Service

ARTICLE 5 — TIME OF COMPLETION

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

ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Proposal Bond;
 - B. Required Bidder Questionnaire, with supporting data if required; and
 - C. Required Non-Collusion Affidavit and Bidder Affidavit.

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

Company Name _____

Address _____

Signature _____

Printed Name _____

Address _____

Name of person familiar with proposal

Phone number _____

Exhibit B

Municipal Waste		Includes				
	Dumps per week		Dumpster Size CYDS	Number of Dumpsters	Estimated # CYDS per Qtr	
Customer	1	M	2	1	26	
Customer	1	Th	2	1	24	
Customer	1	M	4	1	52	
Customer	2	M/Th	6	1	150	
Customer	2	M/Th	8	1	200	
Customer	1	Th	8	1	96	
Customer	1	Th	2	1	24	
Customer	1	M	1	1	13	
Customer	1	M	4	1	52	
Customer	2	M/Th	6	2	300	
Customer	1	M	2	1	26	
Customer	2	M/Th	8	2	400	
Customer	1	Th	2	1	24	
Customer	1	M	2	1	26	
Customer	1	Th	2	1	24	
Customer	2	M/Th	2	1	50	
Customer	2	M/Th	8	1	200	
Customer	1	Th	2	1	6	
Customer	2	M/Th	2	1	38	
Customer	1	M	4	1	52	
Customer	1	M	2	1	26	
Customer	1	M	6	1	78	
Customer	1	M	2	1	26	
Customer	1	M	2	1	26	
Customer	1	Th	2	1	24	
Customer	1	Th	6	1	72	
Customer	1	Th	6	1	72	
Customer	2	M/Th	6	1	150	
Customer	1	M	2	1	26	
Customer	1	M	2	1	26	
Customer	1	M	2	1	26	
Customer	1	Th	2	1	24	
Customer	1	M	2	1	26	
Customer	1	M	1	1	13	
Customer	2	M/Th	4	2	200	
Customer	1	M	4	1	52	
Customer	1	Th	2	1	24	
Customer	1	Th	6	1	72	
Customer	1	Th	2	1	24	
Customer	1	M	1	1	13	

Customer	1	M	1	1	13
Customer	1	Th	4	1	48
Customer	2	M/Th	6	1	150
Customer	2	M/Th	4	1	100
Customer	1	M	2	1	26
Customer	1	Th	2	1	24
Customer	2	M/Th	6	2	300
Customer	1	Th	2	1	24
Customer	1	Th	2	1	24
Customer	1	monthly	2	3	6
CY Municipal Waste					3498
Cardboard					
	Dumps per week		Dumpster Size CYDS	Number of Dumpsters	Estimated # CYDS per Qtr
Customer	1	T	8	1	3
Customer	1	T	6	1	3
Option for additional cardboard pickup					
Additional Municipal Waste					
Customer	1	T	6	1	72
Customer	~	~	2	1	2
Option for changing dumpster size and dump frequency					

Exhibit C

PERFORMANCE BOND

CONTRACTOR (Name and Address): SURETY (Name and Address):

OWNER (Name and Address): **BOROUGH OF MCSHERRYSTOWN**
338 Main Street
McSherrystown, PA 17344

AGREEMENT

Amount:

Project Identification

**MUNICIPAL SOLID WASTE HAULING AND
RECYCLING SERVICES**

Contract Identification:

General

BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the Performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. If the Contractor performs the Work, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Article 11 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Work. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor default; and
 - 3.2 The Owner has declared a Contractor default and formally terminated the Contractor's right to complete the Work. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Work in accordance with the terms of the Agreement with the Owner.

4. When the Owner has satisfied the conditions of Article 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

- 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Work; or
- 4.2 Undertake to perform and complete the Work itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Work, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Work, and pay to the Owner the amount of damages as described in Article 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Article 4 within fifteen (15) business days of Owner's satisfaction of the conditions of Article 3, or within twenty-four (24) hours after notice, where notice states that immediate action by the Surety is necessary to safeguard life or property, the Surety shall be deemed to be in default on this Bond three (3) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Work, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Work, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for:
 1. Completion of the Work.
 2. Correction of defective work during the one-year Correction Period, as defined in Paragraph 11 of the Agreement. The one-year Correction Period shall be extended for one year from the completion of the correction of defective work.
- 6.2 Additional legal, design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Article 4; and

6.3 Liquidated damages, or at the option of the Owner, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Work, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. To the extent of payment to the Surety of the Balance of the Contract Price, the Surety shall defend, indemnify, and hold harmless the Owner from all claims, suits, causes of action, and demands (including all costs of litigation and reasonable attorney fees), which are brought against Owner by Contractor or by any other party and which arise from or by reason of payment to the Surety of the Balance of the Contract Price.

9. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working and within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Article are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the front page.

12. When this Bond has been furnished to Owner in compliance with the Public Works Contractor's Bond Law of 1967, 8 P.S. § 191 *et. seq.*, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13. The law controlling the interpretation or enforcement of this Bond shall be Pennsylvania Law.

14. Definitions:

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.

14.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.

14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

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

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Contractor is a Corporation)

ATTEST:

	_____ Name of Corporation
_____ Signature of Secretary or Assistant Secretary	_____ Address of Principal Office
(CORPORATE SEAL)	_____ State of Incorporation
	_____ Signature of President or Vice President

Type or print name below each signature.

(Corporation Surety)

	_____ Name of Corporation
	_____ Address of Office
_____ Signature of Witness	_____ Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

Type or print name below each signature.

NOTE: Substitute Performance Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.

CONFIRMATION OF RECEIPT
FOR
BOROUGH OF MCSHERRYSTOWN
MUNICIPAL SOLID WASTE HAULING AND RECYCLING SERVICES

The undersigned confirms receipt of

Addendum No. 1

Dated and delivered via email April 29, 2021, for the project referenced above.

Name of Company: _____

Name of Recipient (Print/Type): _____

Signature of Recipient: _____

Date: _____

Please complete the above section and return it to:

Katherine E. Molina
Borough of McSherrystown
338 Main Street
McSherrystown, PA 17344
Phone: (717) 637-1838
Fax: (717) 637-3313
secretary@mcsherrystownboro.org