

EBENSBURG BOROUGH

300 West High Street • Ebensburg, Pennsylvania 15931

Daniel L. Penatzer, Borough Manager

Telephone (814) 472-8780 ♦ Fax (814) 472-8789 ♦ E Mail: eburg@ebensburgpa.com ♦ www.ebensburgpa.com



OFFICIAL NOTICE

INSTRUCTIONS TO BIDDERS

SPECIFICATIONS

&

BID FORM FOR

GARBAGE/RUBBISH/REFUSE

&

RECYCLING COLLECTION

&

ANNUAL SPRING TRASH PICKUP

(Three-Year Period – January 1, 2021 through December 31, 2023)

The Borough of Ebensburg will receive sealed proposals for the collection of garbage, rubbish, refuse recyclable materials, and an annual spring trash pickup for the period January 1, 2021 through December 31, 2023. Copies of the specifications and related forms may be obtained at the borough office, at www.ebensburgpa.com, or by calling 814-472-8780.

Sealed bids will be received by the Borough of Ebensburg at 300 West High Street, Ebensburg, PA 15931 until 12:00 Noon on Tuesday, September 8, 2020 and then be publicly opened and read aloud. Proposals must be on forms provided by the municipality. All bids must be accompanied by a bid bond in the amount of 10% of the first year's proposed amount.

The borough reserves the right to accept or reject any or all bids, to waive any informalities in the bidding process, and to award the contract in a manner which best serves the needs of the borough.

BOROUGH OF EBENSBURG
INSTRUCTIONS TO BIDDERS

GARBAGE/RUBBISH/REFUSE & RECYCLING COLLECTION &
ANNUAL SPRING TRASH PICKUP
THREE-YEAR PERIOD (JANUARY 1, 2021 THROUGH DECEMBER 31, 2023)

1. The intention of the Borough of Ebensburg is to permit all garbage/recycling contractors who are capable of providing the necessary equipment and personnel to bid this contract, and they are hereby invited to do so.

The work will consist of the furnishing of all labor and equipment for the collection and transportation of garbage/rubbish/refuse, and recyclable materials and trash from residences throughout the Borough of Ebensburg as more particularly described in the attached Specifications.

2. All bids must be submitted in a sealed envelope and must be clearly marked on the outside, "Garbage/Recycling". Bids must be submitted on the forms provided, and all spaces pertaining to the bid must be filled in by the bidder.
3. Each bidder shall deliver his proposal to the Borough Manager of the Borough of Ebensburg at the Ebensburg Municipal Building, 300 W. High Street, Ebensburg, PA 15931 before 12:00 Noon, local prevailing time, on the 8th day of September 2020. Bids will be opened and read at that time. A contract is expected to be awarded on September 28, 2020. All bids shall be warranted for 60 days.
4. All bidders shall be skilled in the class of work being bid and shall furnish, if requested, in writing, full and detailed evidence of the financial and business ability, character, organization, experience and equipment possessed by the bidder to execute successfully the work under consideration. No bid will be considered from any bidder who is unable to show that he has actually successfully performed considerable work of a similar character and magnitude to that on which he is bidding.

Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer, as to the actual conditions and requirements of the work, to enable them to make up their bids intelligently and to advantage. Each bidder shall make himself familiar with the attached specifications before submitting his proposal, in order that no misunderstanding shall exist in regard to the nature and character of the work to be done. No allowance will be made for any claim that the bid was based upon incomplete information as to the nature and character of the site or the work involved.

5. All bids, at the time of submittal, must be accompanied by a bid bond, certified check, cashier's check, or bank letter of credit payable to the Borough of Ebensburg in the amount of ten (10%) percent of the first year's annual contract price as proposed.
6. Upon failure of the bidder to enter into the Articles of Agreement after award of the contract by the Borough of Ebensburg, the Borough of Ebensburg may, at its option, forfeit the bid bond or check surety as liquidated damages; or award the contract to the next lowest bidder in which case the defaulting bidder shall become liable for the loss incurred by the Borough of Ebensburg by reason of failure of the bidder to accept the award and execute the contract.

The bidder to which a contract is awarded shall execute and deliver to the Borough of Ebensburg a written contract as prepared by the Borough of Ebensburg within five (5) days after notice of the fact that the contract has been awarded to said bidder.

The checks or bonds of unsuccessful bidders may be held until the contract is signed and approved, after which time they will be returned.

7. The Borough of Ebensburg reserves the right to reject any or all proposals, or parts thereof; to accept any bid, or parts thereof; to waive any informality or technicality on bids received; to omit any item or items deemed advisable for the best interests of the Borough of Ebensburg; or to withhold or abandon final award of the Contract.

The Borough of Ebensburg also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or who does not have the necessary qualifications to perform the contract such as:

- (A) Maintenance of a permanent place of business.
 - (B) Agent or bona-fide representative for at least one (1) year.
 - (C) Adequacy of equipment and manpower to carry out the work properly and expeditiously.
 - (D) Suitable financial status to meet obligations incident to work.
 - (E) Appropriate technical experience.
 - (F) Cambria County Municipal Waste Hauler License.
8. No bid will be allowed to be withdrawn for any reason whatsoever after it has been deposited with the Borough Manager of the Borough of Ebensburg.
 9. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written in full.

BID FORM

**GARBAGE/RUBBISH/REFUSE
&
RECYCLING COLLECTION
&**

ANNUAL SPRING TRASH PICKUP

(Three-Year Period – January 1, 2021 through December 31, 2023)

I have examined the specifications for the collection, transportation, and disposal of household garbage/rubbish/refuse and recyclable materials and trash in the Borough of Ebensburg. Having examined the roads and streets traversed in said municipality in performing the services described in said specifications, I do hereby submit the following bid for those services:

It is understood that the Borough will perform all billing and pays the contractor once each month for the service.

	<u>2021</u>	<u>2022</u>	<u>2023</u>
Weekly collection and disposal of garbage/rubbish/refuse including recyclables	\$ _____	\$ _____	\$ _____
Collection and disposal for annual Spring cleanup	\$ _____	\$ _____	\$ _____
Rear pick-up	\$ _____	\$ _____	\$ _____
Additional Bag	\$ _____	\$ _____	\$ _____

Bidder _____

Address _____

Telephone # _____

E-Mail _____

By _____

Signature/Title

Date _____

BOROUGH OF EBENSBURG

GARBAGE/RUBBISH/REFUSE, RECYCLABLE MATERIALS, AND ANNUAL SPRING TRASH PICKUP SPECIFICATIONS

A. GARBAGE/RUBBISH & REFUSE

Section I: Material to be Collected

The collector shall be responsible for the collection and disposal of all garbage, rubbish, and refuse from residences in the Borough of Ebensburg.

Garbage: consisting of all animal and vegetable wastes resulting from handling, preparation, cooking and consumption of foods.

Rubbish: consisting of all solid household wastes other than garbage, and including waste paper, tin cans, metal, wood, ashes and all ordinary household accumulations. Excludes stones, bricks, plaster, concrete, earth, paint, automobile parts, tires, and general building materials.

Refuse: All solid household wastes and materials as above.

The current number of residential units to be served by this contract is approximately 1,060. The price bid for all three years shall be based upon this assumed number of customers. The contract price throughout the first year shall be based upon this number, regardless of whether the actual number of customers is lower or higher. The number will be adjusted each January 1st to reflect the actual number of customers at that time.

Section II: Collection Schedule

The collector shall be responsible for providing collection of garbage, rubbish and refuse throughout the Borough of Ebensburg by picking up at curbside once a week at each residence or occupied dwelling unit, four (4) standard thirty (30) gallon garbage bags, cans or similar containers of garbage and disposing of same in a disposal area or incinerator which meets the requirements of the Pennsylvania Solid Waste Management Act and is an authorized disposal facility under the Cambria County Solid Waste Management Plan.

The collector shall make available to the property owner (for garbage, rubbish, and refuse only), at reasonable rates for pickup service in a backyard location or location other than curbside. The collector shall offer pickup service for additional garbage at reasonable rates. Rates for backyard pickup location and rates for additional garbage must be submitted with the bid.

Once a week pickup shall be made on the same weekday each week, as established by the bidder. Collection may require two scheduled pickup days.

On most holidays, collection will occur the following day. There will be no collection on Sundays or Christmas Day. Collections shall be made between the hours of 7:00 a.m. and 5:00 p.m.

The collector shall provide dumpsters and collect, remove and dispose of garbage, rubbish, and refuse from property owned by the Borough of Ebensburg without cost to the Borough. Properties include:

Ebensburg Municipal Building, 300 West High Street
Ebensburg Municipal Garage, 300 West High Street
Ebensburg Youth Center, 300 Prave Street
Ebensburg Sewer Plant, 291 Trout Lane
Ebensburg Water Plant, 309 Tanner Street
Ebensburg Swimming Pool, 151 Pool Road (seasonal)
Dauntless Fire Company, West Sample Street
Memorial Field, Ogle Street
Lake Rowena, Rowena Drive
Lions Field, Manor Drive (seasonal)
Ebensburg Tennis Center, 257 Lakeview Road

The collector shall provide dumpsters and collect, remove and dispose of garbage, rubbish, and refuse from downtown events conducted by the Borough of Ebensburg without cost to the Borough. Events include:

PotatoFest, downtown (1 day, 2 large roll offs)
Wheels & Wings, downtown (1 evening)
Homecoming, Lake Rowena (1 evening)
Dickens of a Christmas, downtown (1 day)

The collector shall return for missed pickup as requested by the Borough and shall equip his place of business with a public toll-free telephone and maintain telephone service during reasonable hours.

Section III: Collection Method

The collector shall use only leak proof closed compaction type vehicles (for garbage, rubbish & refuse). The collector agrees to maintain his trucks in a clean and sanitary condition so as to present a satisfactory outward appearance and be free from unsanitary conditions or odors. The collector shall make collection in a workmanlike manner so that the streets, thoroughfares, and properties shall not be littered with garbage and rubbish.

B. Recyclables

Section I: Material to be Recycled

The following materials are to be included in the Borough of Ebensburg's residential program: clear glass, amber glass, and green glass from beverage bottles and food jars; aluminum cans, steel cans, and bi-metal cans; Number 1 (PET) and Number 2 (HDPE) plastics (bottle/jug style only); newspapers.

Section II: Collection Schedule

Collection of residential materials shall be made weekly at curbside, coinciding with the customer's regular garbage collection.

Those residents who pay for backyard garbage service will be required to place their recyclables at curbside.

The collector shall collect, remove and dispose of recyclables, including commingled paper (white typing and bond paper, photocopy paper, scratch paper, envelopes with no windows or labels, computer bond, computer white and color bar, colored paper), at no cost, from the aforementioned properties owned by the Borough of Ebensburg.

Section III: Residential Preparation

Residents place commingled recyclable materials at the curbside in eighteen (18) gallon size containers. Second containers are available to all households. Residents have the option to use containers not furnished by the Borough. There is no limit on recyclables.

Ebensburg Borough is not required by State law to recycle. The program is voluntary. Annual collections have been 70 tons. Bidders should make an assumption on a rate of participation that they are comfortable with for purposes of this bid.

Section IV: Collection Method

The collector shall use a vehicle suitable to handle the recyclable materials and transport same to a recycling center. Recyclables shall be kept separate from garbage at all times.

Section V: Marketing of Materials

The Borough of Ebensburg does not wish to seek markets.

The marketing of materials shall be done by the collector or the recycling center to which the materials are delivered.

The Borough of Ebensburg relinquishes any market value from the recyclables in lieu of any tipping fees. In any event, the Borough of Ebensburg will not be responsible for any tipping fees.

Section VI: Reporting Requirements

The successful bidder shall be required to provide and report to Cambria County, on an annual basis, detailed written reports, stating the amount of garbage/rubbish/refuse generated by the Borough and landfilled, and the amount of recyclables generated by the Borough and transported to a recycling center.

Section VIII: Collection Equipment

The collector shall maintain his trucks in a clean and sanitary condition so as to present a satisfactory outward appearance and be free from unsanitary conditions or odors. The collector shall make collection in a workmanlike manner so that the streets, thoroughfares, and properties shall not be littered with recyclables. Each vehicle shall have a broom and shovel to pick up any glass that may be broken on the street.

The bidder shall submit bid for garbage/refuse/rubbish and recyclables and trash using his own vehicles(s).

C. One Spring Trash Pickup

Section I: Material to be Collected

The collector shall be responsible for the collection and disposal of all trash during an annual Spring trash pickup.

There are no limits on the amount of trash a resident can put out.

Containers shall be limited to sixty (60) pounds except for allowable appliances. Brush, limbs, cuttings, and boards must be bundled in three (3) foot lengths.

The following items will not be picked up:

Refrigerators, freezers, air conditioners. (with freon)

Stones, rocks, broken concrete.

Automotive parts, tires and wheels.

Refuse from repairs, alterations, remodeling, demolition and/or construction of buildings and other structures.

Explosives, highly flammable, toxic, radioactive, volatile or illegal materials.

Paint.

Section II: Collection Schedule

The collector shall be responsible for pick up trash at curbside or alley once a year during a scheduled Spring Trash Pickup. The collector is responsible for disposing of same in a disposal area or incinerator which meets the requirements of the Pennsylvania Solid Waste Management Act and the Cambria County Solid Waste Management Plan.

Collection shall be made between the hours of 7:00 a.m. and 5:00 p.m.

Section III: Collection Method

The collector shall use only closed compaction type vehicles for the pickup of trash. The collector agrees to maintain his trucks in a clean and sanitary condition so as to present a satisfactory outward appearance and be free from unsanitary conditions or odors. The collector shall make collection in a workmanlike manner so that the streets, thoroughfares, and properties shall not be littered with trash.

D. BONDS, INSURANCE, MISCELLANEOUS

Section I: Insurance

- A. The Collector shall not commence work under this contract until he has obtained all insurance required and such insurance has been approved by the Borough, nor shall the Collector allow any subcontractor to commence work on his contract until all similar insurance required of the subcontractors has been so obtained and approved.
- B. Insurance – The Collector shall obtain and maintain during the life of this contract Workers' Compensation, as required by law, for all of his employees employed, and in case any work is sublet, the Contractor shall require the subcontractor to provide Workers' Compensation for all of his employees unless such employees are covered by the protection afforded by the Collector.

For the term of this Contract, Collector shall obtain and maintain comprehensive general liability insurance which will protect Collector in providing services under this Agreement from claims for damage or injury to persons, including wrongful death, and for damage to property which may arise from operations under this Agreement whether such operations be by Contractor or by the subcontractor of Contractor, or by anyone directly or indirectly employed by either Contractor or subcontractor.

The Contractor shall provide coverages including, but not limited to, the following:

Insurance Limits Required

1. Comprehensive General Liability:
One Million (\$1,000,000) Dollars combined bodily injury and property damage, single limit liability insurance, or:
Five Hundred Thousand (\$500,000) Dollars single limit with a One Million (\$1,000,000) Dollar excess policy.
 2. Business Auto Liability:
One Million (\$1,000,000) Dollars combined bodily injury and property damage
Or:
One Million (\$1,000,000) combined single limit liability
- C. The Collector shall name the Borough of Ebensburg as additional insured on all above specified policies with right of notice.
- D. The Collector shall provide the Borough of Ebensburg with Certificates of Insurance on all above specified policies.
- E. Comprehensive liability insurance covering all owned and non-owned equipment and motor vehicles.

Contractor will provide to the Borough prior to commencing work, certificates of insurance evidencing the above coverages and the renewal of such policies of insurance which will expire during the term of this Agreement. All certificates of insurance so provided will also provide that the insurance company will notify the Borough, in writing, by registered mail, thirty (30) days prior to the termination of the policy and prior to any alterations in the policy which alterations change, restrict or reduce the insurance provided or change the name of the insured.

Section II: Reserved Rights

- A. In order to comply with Section 1501 (C) (l) (iii) of Act 101, the Borough reserves the right, as an extension of this Agreement, to negotiate for the collection and disposition of municipal recycling requirements as mandated by Section 1501.
- B. The Borough reserves the right to add or delete items to be recycled under this Agreement. The Borough will discuss any such additions or deletions with the Collector prior to effecting this change.
- C. The Borough reserves the right to support and utilize a regional recycling center. In the event a center becomes available, the Borough further reserves the right to renegotiate the contracted fee if it should be affected by the transportation distance, time, processing costs and marketing.

- D. In the event the Collector fails to comply with and conform to the terms and conditions of the specifications, the Borough has the right to revoke the contract or to take whatever proceedings are necessary to provide proper performance.

Section III: Labor and Equipment

All labor and equipment of every kind necessary to carry out the provisions of these specifications shall be furnished by and at the expense of the Contractor.

Section IV: Save Harmless

The Contractor shall indemnify and save harmless the Borough against and from all suits or actions of every kind and description brought against the Borough or any of its Officers, agents, or employees, and also from damages and costs to which it, they, or any of them may be put by reason of injury to the person or property of any other, resulting from negligence or carelessness, or otherwise, in the performance of Contractor's obligations under the contract, or from any defective or improper appliances used in performance of the same.

Section V: Non-Discrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, handicap, religion, or national origin.

Section VI: Specifications/Contract

These specifications shall be deemed to be incorporated into and be a part of the Contract between the Contractor and the Borough of Ebensburg.

Section VII: Commencement of Contract

The bid pertaining to the collection and disposal of garbage/rubbish/refuse, recyclable materials, and Spring trash pickup shall be for the period of January 1, 2021 through December 31, 2023.

Section VIII: Acceptance or Rejection of Bids

The Borough reserves the right to independently reject any or all proposals; to accept any bid, to waive any informality on bids received; omit any item or items deemed advisable for the best interests of the municipality; or to withhold or abandon final award of the Contractor.

The Borough also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or who does not have the necessary qualifications to perform the Contract, such as:

- A. Maintenance of a permanent place of business;
- B. Agency or bona fide representative for at least one (1) year;
- C. Adequacy of equipment to carry out the work properly and expeditiously.
- D. Suitable financial status to meet obligations incident to work; and
- E. Appropriate technical experience.

Section IX: Billing

The Borough is responsible for billing and collecting any fees imposed by the Borough for garbage/recycling/trash services, including the additional fees for those residents requesting backyard service.

The Contractor is responsible for collecting additional charges (for garbage/rubbish/refuse) for bags or cans over the four (4) bag/can limit.

Section XII: Definition

It will be the understanding throughout this specification that the word(s) "curb" or "curbside" shall be considered curb or alley pickup.

CONTRACT

This contract, made and entered into this ____ day of September 2020, by and between the BOROUGH OF EBENSBURG, Cambria County, Pennsylvania, (hereinafter called the "Borough") and _____ (hereinafter call the "Contractor").

Witnesseth, that the Contractor and the Borough, for the consideration stated herein, agree as follows:

I. Term.

This contract shall take effect on January 1, 2021 and remain in full force and effect until December 31, 2023.

The municipal waste recycling services are to be provided as part of this contract and shall commence at 12:01 a.m. on January 1, 2021 and terminate at 12:00 midnight on December 31, 2023.

II. Scope of Work.

The Contractor is granted the sole and exclusive right, to the extent provided for in the contract specifications, within the geographical area as described in the contract specifications and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide for the services listed below and to perform all of the work called for and described in the Contract Documents pertaining to those services.

The continuous collection, transportation and disposal of garbage/rubbish/refuse and recyclables and one (1) Spring trash pickup each year in the Borough of Ebensburg.

III. Billing and Payment

The Borough shall perform all billing of individual customers serviced under this contract, and shall forward to the Contractor immediately following each month of service the agreed upon amount per customer based on the actual number of customers adjusted annually.

IV. Component Parts of the Contract Documents.

The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached.

- A. Advertisement of Bids
- B. Instructions to Bidders
- C. Bidder's Proposal
- D. Scope of Work and Specifications
- E. All other certifications and affidavits required to be submitted by the bidding instructions or specifications.

F. Recycling Program Regulations

G. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Negotiations except as specifically provided for in such amendment.

This Contract is intended to conform in all respects to applicable statutes of the Commonwealth of Pennsylvania, and if any part of provision of this Contract conflicts therewith, the said statute shall govern.

This Contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of this Contract are expressly intended to be construed and covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

In Witness Whereof, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on the _____ day of September 2020.

BOROUGH OF EBENSBURG

Attest: _____

By: _____

Attest: _____

By: _____