

KOPPEL BOROUGH
BID SPECIFICATIONS
for
COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTES

1. INVITATION:

Koppel Borough invites all municipal waste collection and disposal contractors that are capable of providing the necessary equipment, personnel, and service as described in the following specifications to submit a proposal for the herein described contract work.

2. BID PROPOSAL FORM

All bids must be submitted on the Bid Proposal Form included with these bid specifications and all spaces pertaining to the submitted bid must be completed by the bidder using indelible ink or typewriter. Bids must be placed in a sealed envelope addressed to the Borough of Koppel, 3437 Third Avenue, P.O. Box I, Koppel, PA 16136 and identify the bidder's business name and address. The lower left hand portion of the bidder's envelope must be clearly marked "Proposal for Collection and Disposal of Municipal Solid Wastes; **Bid Due: November 19, 2019 @ 3:00 PM**". The Borough reserves the right to reject any bid if the evidence submitted by such bidder fails to satisfy the Borough that such bidder is qualified to carry out the obligation of the Contract and to complete the work as specified herein.

3. CONTRACT PERIOD

The time period of this contract is from January 1, 2020 through December 31, 2022.

4. PROPOSAL OPENING AND CONTRACT AWARD SCHEDULE

Proposals will be publicly opened and read at Borough Council's November 19, 2019 meeting which will be held at the Koppel Borough Fire Hall. The Council meeting will start at 6:00 p.m. (local time). Each bid submitted shall remain in effect for not less than a sixty (60) day period from the date of bid opening. Pending review, evaluation, and investigation of the bids, Borough Council expects to award the Contract to the lowest, responsible bidder at either its November 19th meeting or Council's regularly scheduled December 2019 meeting. Borough Council reserves the right to waive any informality and to reject any and all bids as may be in the best interest of the Borough.

5. MUNICIPAL SOLID WASTES FOR COLLECTION AND DISPOSAL

a. Sources of Wastes: All residences (single family and apartment complexes) within the Borough, with the exception of the Beaver County Housing Authority complex on Richard Street

which handles its own solid wastes disposal. The approximate number of residences to receive solid waste collection and disposal services is 350. In addition, the contract includes providing three (3) 4 cubic yard dumpsters for collection and disposal of solid wastes at the Borough Office, Koppel Borough Fire Hall, and Stewart's Apartment Complex (one dumpster at each location). Commercial establishments / businesses (non-residential) are excluded since they handle their own solid wastes disposal.

b. Frequency / Location of Collection: Weekly (once each week). Contractor shall select a consistent and single day of the week (Monday through Friday) for collection services. No on-site collection activities within the Borough may begin before 6:00 a.m. (local time) nor occur after 8:00 p.m. (local time). Curbside collection shall be provided. Solid wastes shall be placed by the residences at or within 8' of the back of the curb / edge of travel way and shall be clearly visible to the Contractor. Typically, solid wastes are placed at the rear yards of residences and shall be collected by the Contractor from "alleys" within the Borough; however, there are some locations within the Borough where solid waste collection is required from the various "avenues and streets" within the Borough. The three dumpsters shall be provided and serviced for the facilities above noted at the current dumpster locations. For any holiday which is customarily observed by the Contractor that will result in a suspension of collection service to the Borough due to the holiday falling on the Contractor's normally identified collection day for the Borough, the contractor shall still be obligated to collect solid wastes during that week (Monday through Friday). The Contractor shall be obligated to communicate with the Borough and each residence of the alternate collection day for that week when a holiday occurs which will impact the Contractor's regular collection schedule for the Borough.

c. Type / Quantity of Solid Wastes: **Unlimited service to each residence**. Unlimited service shall include all household rubbish, general rubbish, and garbage and trash each and every week.

- (1) Household rubbish shall include, but not limited to: all old furniture, toys, trunks, stoves, refrigerators (Freon removed), bed springs, mattresses, furnishings, rugs / carpets (when cut in lengths of not more than 4-feet and placed in rolls), toilets, etc., furnace pipe (no asbestos materials), water boilers, large radios, and all other rubbish which may accumulate. There is no weight limit on household rubbish items, i.e., bulk items such as washing machines, hot water tanks, etc. In accordance with the PA Covered Device Recycling Act (CDRA), computers, laptops, computer monitors, computer peripherals, cell phones, usp batteries, televisions and e-readers (including tablets) that contain a browser and have internet connectivity shall not be disposed of through the Borough's solid waste collection and disposal program. All items included in the CDRA are the responsibility of the residence (property owner, renter, etc.) for proper and lawful recycling.

(2) General rubbish shall include, but not limited to: all rags, broken glass, crockery, containers for non-edible products used in the home, paper (including newspapers, magazines, cardboard, etc.) grass cuttings, hedge cuttings and branches 3" in diameter or less (which shall be securely tied in bundles not exceeding 48" in length and less than 50 pounds in weight), incinerator ashes, refuse from paper burners, and other household refuse, including Christmas trees (for the January collection).

(3) Garbage and trash shall include, but not be limited to: all other solid wastes generated from the residences such as food and cooking wastes, kitty litter, plastic and glass jars and containers, aluminum / steel / bimetallic cans, and other paper products. Residences shall bag or containerize all solid wastes to be collected (with the exception of larger household rubbish items). Collection containers / bags shall not exceed 55-gallons in capacity and shall not weigh more than 50 pounds.

d. Excluded Wastes: The Contractor shall not be required to collect and dispose the following waste materials: electronic wastes covered by CDRA (see 5.c.1 above), car batteries, vehicle parts, tires, solvents, liquid paint, oil, antifreeze, stones, dirt, concrete block, brick, plaster (or other similar construction debris materials), and steel or iron posts.

6. BIDDER'S QUESTIONS

Questions regarding the Public Advertisement and Bid Specifications should be directed to the Borough Secretary at the Borough Offices located at 3437 Third Avenue (P.O. Box 1), Koppel, PA 16136, telephone / fax #724-846-8960.

7. CONTRACTOR'S OBLIGATIONS

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.

8. CONTRACT

The Contractor shall not assign, transfer, subcontract, or set over this Contract or any interest therein or any part thereof to any other person, firm or firms, corporation or corporations, without the specific written consent of Koppel Borough. The Contractor is an independent contractor and all of his employees, agents, and supervisors are employees of the Contractor and not Koppel Borough. All equipment used by the Contractor in the collection, removal, disposal, or processing of municipal solid wastes shall be licensed and registered by him and operated by him or his employees.

9. BILLING AND PAYMENT TO CONTRACTOR

Koppel Borough shall be solely responsible for the individual service billing and collecting of service charges from Borough residences receiving solid waste collection and disposal services from the Contractor. Payment to the Contractor at the contract bid price will be made by the

Borough within the month following the month in which collection and disposal service is provided. Payments to the Contractor shall be based on an invoice submitted by the Contractor to the Borough Secretary, not later than the second Tuesday of the month. Borough Council will take action on the invoice at Council's regular monthly Council meeting (which normally is held the third Tuesday of each month).

10. INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless Koppel Borough, its Borough Council and Mayor, agents, and employees from and against any and all losses, damages, suits, claims, actions, penalties, demands, liability, costs, and expenses of whatever nature, including, but not limited to, claims and/or liability for property damage, personal injury or death, and losses of every kind and nature related to the Contractor's performance or non-performance of the Contract, any negligent or tortuous activity, error or omission of the Contractor or any agent, employee, licensee, contractor or subcontractor of the Contractor or any breach by the Contractor of the terms, conditions, or other provisions of this Contract. The Contractor's obligation pursuant to this Article shall include any and all reasonable attorney's fees and investigation expenses incurred by the Borough, its Council members, Mayor, agents, and employees in the defense and handling of said suits, claims, judgments, and the like, and in enforcing and obtaining compliance with the provisions of this Article.

11. INSURANCE

The Contractor shall take out and maintain Comprehensive General Liability Insurance for the entire term of the Contract with the Borough, in order to protect the Contractor in providing services under the Contract from claims for damages or injuries to persons, including wrongful death, and for damages to property which may arise from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any subcontractor of the Contractor or by anyone directly or indirectly employed by either the Contractor or his subcontractor. The Comprehensive General Liability Policy shall include, but not be limited, to the following:

- a. Contractual liability on a blanket basis or contractual liability specifically covering this Contract;
- b. Contractors Protective Liability;
- c. Completed Operations;
- d. Workers' Compensation Insurance as required by law;
- e. An insurance policy providing complete third party comprehensive bodily injury and property damage liability insurance covering the Contractor as well as Koppel Borough in the amount of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate for injury to persons and \$1,000,000 for damage to property;

f. A clause which states that Koppel Borough is named as an additional insured party with right of notice; and

g. Comprehensive liability insurance covering all owned and non-owned equipment and motor vehicles, with a minimum \$1,000,000 combined single limit coverage for the entire term of the Contract.

The Contractor shall provide to the Borough, prior to commencing work, the Certificates of Insurance evidencing the above coverages and the renewal of such policies of insurance, which expire during the term of this Contract. The Contractor's insurance company shall not cancel or terminate any coverage identified on the submitted certificate of insurance without 30 days prior written notice to the Borough. Should the Borough receive such a notification from the Contractor's insurance company, the Contractor shall be obligated to have in place acceptable (as per the contract terms) alternate comprehensive general liability insurance prior to the notification period for insurance termination or cancellation.

12. NON-DISCRIMINATION

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

13. SPECIFICATIONS AND CONTRACT

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

14. Escalation Clauses

Throughout the term of the contract, no escalation or price adjustment for any reason or purpose shall be made to the Contractor's original bid amount. The Contractor's bid proposal price shall remain fixed for the duration of the three year contract period.

15. FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor and all subcontractors shall comply with applicable provisions of the Federal Occupational Safety and Health Act of 1970, as amended. Pursuant to the Contract, the Contractor and all subcontractors shall have the sole responsibility to take any and all needed action as reasonably necessary to protect the life, health, and general occupational welfare of all personnel on the job as well as the general public in and around all of the contractor's equipment and work activities. Site safety shall be the responsibility of the Contractor.

16. Bid Proposal Form and Contract Agreement

Bidders shall utilize the attached bid proposal form. For the lowest responsible bidder who may receive the contract award, this form, once counter-executed by Koppel Borough, will become the contract agreement.

17. Claims and Disputes

All claims, disputes and actions arising under this contract shall be filed with and decided by a court of competent jurisdiction within the Commonwealth of PA unless otherwise agreed to by the parties. The Contractor will carry on the work and maintain the progress scheduled during any litigation proceedings unless otherwise agreed by the parties in writing.

KOPPEL BOROUGH
COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTES
BID PROPOSAL FORM AND CONTRACT (WHEN EXECUTED)

A. DEPOSIT OF PROPOSALS

All envelopes containing bid proposals shall be clearly marked in the lower left hand portion of the bidder's envelope as follows:

PROPOSAL FOR COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTES
BID DUE: NOVEMBER 19, 2019 @ 3:00 P.M.

The Contractor proposes to perform all collection and disposal of municipal waste services for Koppel Borough for the three-year period of January 1, 2020 through December 31, 2022 in accordance with the Borough's Bid Specifications. These services include all labor and equipment of every kind necessary to carry out the provisions of the Bid Specifications.

If designated as the successful bidder, the Contractor shall begin work on January 1, 2020 and will continue to provide specified services through December 31, 2022.

B. PROPOSAL OF:

(NAME AND ADDRESS OF CONTRACTOR)

It is hereby certified as follows:

1. The only person (s) interested in the proposal as principal (s) is (are):

2. None of the above persons are employees of Koppel Borough.
3. This proposal is made without collusion with any other person, firm or corporation.
4. The Bid Specifications referred to above have been thoroughly reviewed and understood by the Contractor. The Contractor understands the quantities and types of solid wastes to be collected and disposed; and that all work is payable, without adjustment or escalation throughout the term of the contract, in accordance with the terms indicated in the Bid Specifications.
5. The Contractor will comply with all applicable laws, rules and regulations of all Federal, State and local governments as related to fulfilling the terms of the contract, including provisions related to OSHA, human relations, equal opportunity and non-discrimination in employment.

C. BID AMOUNT

For and in consideration of all provisions and requirements of the Bid Specifications, the Contractor proposes to perform all required services for the collection and disposal of municipal solid wastes for the Borough of Koppel for the three-year period of January 1, 2020 through December 31, 2022 for the **FIXED MONTHLY RATE** of:

(In numbers)

(In words)

The undersigned hereby certifies that this proposal is genuine, and not sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or refrain from bidding, and that the undersigned has not in any manner sought collusion to secure for himself any advantage over other bidders.

CONTRACTOR

BY: _____ Date: _____
(Title: _____)

WITNESS BY: _____ Date: _____
(Title: _____)

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTANCE BY KOPPEL BOROUGH:

ACCEPTED ON: _____
(Date)

BY: _____ **Title: Council President**

WITNESS BY: _____ **Title: Borough Secretary**