

BOROUGH OF BIRDSBORO

202 E. Main Street
Birdsboro, PA 19508

INVITATION TO BID

The Borough of Birdsboro will accept sealed bids until 10:00 a.m., prevailing time, on Wednesday, September 27, 2023, at Borough Hall, 202 E. Main St., Birdsboro, PA for the municipal recycling program. Bids will be opened at 10:15 a.m., prevailing time on Wednesday, September 27, 2023. A bid packet with detailed specs may be obtained at Borough Hall Mon. thru Fri., 8:30 a.m. to 4:00 p.m. or at www.birdsboropa.org through Tuesday, September 26, 2023. All proposals must be on forms provided by the Borough. Borough Council reserves the right to reject any and all bids or to award the contract in the best interest of the Borough.

Kelly J. Yanos
Borough Manager

**BOROUGH OF BIRDSBORO
BERKS COUNTY, PENNSYLVANIA
GENERAL PROVISIONS AND BID SPECIFICATIONS**

**SINGLE STREAM
RECYCLING PROGRAM**

Prepared by:

The Borough of Birdsboro
202 E. Main Street, Birdsboro, Pennsylvania 19508
Kelly Yanos, Borough Manager

INTRODUCTION TO BIDDERS

NOTE: It shall be the responsibility of the bidder to read and be familiar with all General Provisions and Technical Specifications for all work to be performed within this contract. In the event the following General Provisions and/or Technical Specifications are not clear and need further interpretation or clarification (prior to submittal of sealed proposal), contact:

Kelly Yanos, Borough Manager
Phone: 610-582-6030

Failure to comply with the following General Provisions regarding complete proposal submission may result in rejection of bid proposal.

1. All proposals shall be submitted on the forms provided by the Borough of Birdsboro. All information shall be typed or neatly printed in ink.
2. All proposals shall be submitted to the Borough Manager on or before, but not later than **10:00 a.m. on Wednesday, September 27, 2023**. Each proposal shall be submitted in a sealed envelope and shall plainly indicate, "Sealed Proposals for Recycling Project for letting at 10:15 a.m. on **September 27, 2023**, Attn: Kelly Yanos, Borough Manager."

GENERAL PROVISIONS

1. **Bid Bond:** A Bid Bond or certified check payable to the Borough of Birdsboro shall be submitted with proposals in the amount of ten percent (10%) of the total contract price. Letters of credit will not be accepted.
2. **Performance Bond:** Within ten (10) days following receipt of written "Notice of Award", the successful bidder shall produce a Performance Bond in the amount of one hundred percent (100%) of the total contract price. Letters of credit will not be accepted.
3. **Worker's Compensation, Public Liability and Property Damage Insurance:** Contractor shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such, Contractor alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred in or during the performance of said work without regard to whether or not the Contractor, their agents or employees have been negligent. In all cases, Contractor shall keep the Borough of Birdsboro free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damages, loss or injury to persons or property arising out of the nature of work or from any other unforeseen and/or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state or local laws, regulations or ordinances.
4. By execution of the Contract, the Contractor shall indemnify and save harmless the Borough of Birdsboro from all suits or actions of law of any kind whatsoever in connection with this work.
5. **Withdrawal of Proposals:** All bidders shall have the right to withdraw any proposals after the Borough Manager has received them. Said requests shall be in writing, properly signed and received at least two (2) hours prior to the time and date set for the public bid opening.

6. Qualified Bidder: It is the intent of the Council of the Borough of Birdsboro to award this Contract to the lowest "Qualified and Responsible Bidder". In order to be considered a "Qualified and Responsible Bidder", the Contractor shall also submit with its sealed proposal, **documentation evidencing that it is a validly formed and legally existing business entity in the Commonwealth of Pennsylvania and, if a foreign corporation, that it is qualified to do business in the Commonwealth of Pennsylvania.**
7. Public Bid Opening: All sealed proposals shall be publicly opened at **10:15 a.m., Wednesday, September 27, 2023**, at Borough Hall, Borough of Birdsboro, 202 E. Main Street, Birdsboro, PA 19508.
8. Bid Award: Following review and tabulation, bids will be presented to the Council of the Borough of Birdsboro for possible award at the regular Council Meeting at Borough Hall, 202 E. Main Street, Birdsboro, PA 19508 on Monday, October 2, 2023 at 7:00 p.m.
9. Execution of Contract: In the event the successful bidder fails or refuses to execute a formal Contract or to provide a Performance Bond and public liability insurance within ten (10) days after notice of acceptance and award of bid, bidder's ten percent (10%) Bid Bond or certified check shall be forfeited as liquidated damages. The acceptance and award of the bid shall be revoked and all obligations of the Borough of Birdsboro in connection with said transaction shall be canceled.
10. Primary Contractor/Subcontractors: All work within this Contract shall be awarded as a single Contract to a single, primary Contractor. No Contract may be assigned, sublet or transferred without the written consent of the Borough.
11. Non-collusion: Bidder warrants that the prices in this bid are neither the direct nor indirect result of any agreement with any other bidder and that said bid is genuine and not a collusive bid.
12. Signature Required on Bids: All bids must be signed by or on behalf of the legal entity making the bid. In the event a corporation makes a bid, the President, whose signature shall be attested by the Secretary with the corporate seal placed thereon, shall sign the bid proposal. In the event the corporation has duly authorized another person(s) to sign on behalf of the President and/or Secretary, a copy of said authorization shall accompany the bid.
13. Contract and Project Familiarization: It shall be the responsibility of the bidder to read and be familiar with all General Provisions and Technical Specifications of this contract. Additionally, the bidder shall also be responsible for project site familiarization to ensure proper and efficient project planning, scheduling and completion.
14. Contract Price: The price for the base bid shall include ALL administration, supervision, labor, mobilization, equipment, tools, materials and supplies as may be necessary to perform all work and provisions as specified in the Contract.
15. Guarantee: Contractor shall guarantee all work performed within this Contract for a period of time approved by Borough Council.
16. Notice to Proceed: No work specified within this Contract may commence until a "Notice to Proceed" has been issued to the Contractor from the Borough Manager.

SPECIFICATIONS FOR
COLLECTION, REMOVAL, AND DISPOSAL
OF RECYCLABLE MATERIALS

SECTION A

1. GENERAL:

- a. The contractor shall, at his expense and with his labor and equipment, collect, remove, and dispose of recyclables located in the Borough of Birdsboro.
- b. Disposal of recyclables shall be outside the Borough of Birdsboro at any state approved site the contractor wishes to use.
- c. Such collection, removal, and disposal shall be in an approved manner with approved enclosed equipment in accordance with these specifications.
- d. Such collection, removal, and disposal shall be in accordance with the Borough of Birdsboro Ordinance No. 374, "Solid Waste Management and Recycling Ordinance", a copy of which is attached to these specifications.

2. QUANTITIES:

- a. The approximate number of properties from which recyclables shall be collected at this time is approximately **1,926**, made up of single-family detached, single-family attached and multi-family units. Commercial and Industrial properties will be required to hire their own contractor.
- b. The number of properties is approximate and **it shall be the bidders' responsibility** to determine the exact number of residential units included in the collection before submitting proposals. Bidder shall assume full responsibility for no less than the number of properties outlined in 2.a above, and in addition thereto, reasonable growth, contemplated not to be in excess of three (3) percent.
- c. Bidders should also check route mileage and locations of properties to be served.
- d. The amount of recyclables for each dwelling unit shall be unlimited.
- e. Recyclables shall also be collected from:
 - i. All new construction projects built within the Borough.
- f. The Borough may, at its discretion, require that a recycle bin be placed at a suitable location for the collection of recyclables from public locations.
- g. Annual residential single-stream tonnages:
 - i. Year 2020 287 Tons
 - ii. Year 2021 305 Tons
 - iii. Year 2022 304 Tons

3. COLLECTION EQUIPMENT:

- a. Trucks used in making collections must have closed bodies and shall be of such size as to be able to traverse all streets and alleys without causing damage to lawns, curbing, trees, shrubbery, fence poles, and other structures or property.

- b. Contractor must have sufficient equipment to complete collections on the day specified between 7:00 a.m. and 4:00 p.m. and remove the collected materials from the Borough in the equipment in which it originally was collected.
- c. Collection equipment, while temporarily not in use, shall not remain in the borough overnight and shall not be parked or left standing for any unreasonable length of time where it may be considered offensive or objectionable to property owners.
- d. Vehicles used for collection shall conform to the following:
 - i. They shall be maintained in a clean and sanitary condition.
 - ii. They shall have water-tight enclosed bodies so that no leakage can occur.

4. COLLECTION ROUTES AND SCHEDULES:

- a. Recyclable collections shall be on Wednesday of each week, unless otherwise agreed to by the Borough and the contractor.
- b. No collection shall begin prior to 7:00 a.m. Collection shall be concluded by mid-afternoon. When collection within this time frame is not possible due to breakdowns or other emergency situations, collection shall not continue beyond 8:00 p.m. unless expressly authorized by the Borough.
- c. No change in the scheduled pick-up days or collection hours shall be made without the express consent of the Borough.
- d. When regular collection is impossible for any reason, it shall be made the following day; however, under no circumstances shall any collection be made on a Sunday.
- e. When New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day, falls on a Monday, Tuesday or Wednesday, recycling will be collected on Thursday for that week.
- f. Where there are rear alleys, collection shall be made thereon, if possible. Where there are no alleys, collection will be made on the front streets.
- g. When a property other than a corner lot fronts on two streets, collection shall be made from either street.
- h. Collection from corner residential properties shall be from the paved street of the property owner's choice.
- i. All Borough facilities shall be collected at places or locations designated by the Borough. The Borough reserves the right to request additional pick-ups when necessary.
- j. When a street, alley or lane is closed for any reason, the contractor shall back in from either end to accomplish the collection. The contractor shall do all he can to see that collections are made when there are difficult or unusual situations present.
- k. In the event the Borough consents to any proposed changes in collection routes and/or schedules, the contractor shall pay the cost of newspaper notices and/or mailings advising the general public and interested parties relative thereto.

5. METHODS OF COLLECTION:

- a. Containers shall be picked up at the curb or street line or rear alley line, depending on the collection routes established.
- b. Containers shall be completely emptied into the collection truck, returned to their original

positions, with lids replaced, and shall under no circumstances obstruct the alleys, streets, sidewalks or mailboxes.

- c. Spillage on streets, alleys or the ground is strictly prohibited and the contractor shall immediately clean up any such spillage. Every effort shall be made to prevent scattering of refuse by the wind.
- d. Care shall be taken so that containers, which are the property of residents, are not damaged. The contractor shall be liable for any willful or unnecessary damage to such containers.
- e. The contractor shall promptly notify the Borough when containers or property are damaged during collection.
- f. When recyclables are set out for collection, but are not in containers or otherwise secured as required, the contractor will not be obligated to remove it; contractor shall notify the Borough. If requested by the resident to collect such recyclables, the contractor shall remove it at the resident's expense and in accordance with any arrangements made directly with the resident.
- g. The contractor shall remove all recyclables from the Borough on the day they are collected.
- h. The contractor and his employees shall avoid all unnecessary noise during collection, particularly during the early morning hours.

6. DISPOSAL:

The contractor shall dispose of all recyclables collected under this contract in a lawful manner and process or market them at the facility of its choice. Violation of this section shall be deemed to be a violation and the contractor shall be assessed a penalty of One Thousand Dollars (\$1,000) for each such violation.

7. REPORT TO BOROUGH:

The contractor shall contact the Borough on collection days at the completion of the day's work, **if necessary**, to advise of any properties missed on that day's collection. The contractor shall also notify the Borough of any irregular or unusual circumstances regarding that day's collection, including:

- a. Recyclables left standing because of not being in containers or otherwise not conforming to specifications;
- b. Any complaints made to collection crews;
- c. Areas missed due to breakdown of equipment or other reasons;
- d. Any damage to property during collections.

8. START OF WORK:

The starting date for the collection of recyclables shall be the week of **January 1, 2024**. Day of the week for collection shall be Wednesday, unless otherwise agreed to by the borough and the contractor.

9. ADDENDUM:

The Borough reserves the right to correct, change, add to, or delete from these bid specifications by written addendum.

10. ASSIGNMENT:

The contractor shall not sub-contract, sell, transfer, or assign the contract or any portion thereof or any of his rights, title, or interest therein, to any person, firm, or corporation without the prior written consent of the Borough.

11. AWARD:

Bids are required to be submitted to the Birdsboro Borough Hall, 202 East Main Street by 10:00 a.m. on **Wednesday, September 27, 2023**. Bids will be opened on the same day, **Wednesday, September 27, 2023**, at 10:15 a.m. The awarding of any contract hereunder shall be made by Borough Council at its regularly scheduled meeting on **Monday, October 2, 2023**, at 7:00 p.m., or at any future time as may be designated by Borough Council.

12. BIDDER'S UNDERSTANDING:

Bidders are encouraged to visit the borough to ascertain the scope of the work and pertinent local conditions. In particular, the bidder has the responsibility to ensure the accuracy of the number of units to be collected.

13. BOND:

- a. A certified check or bid bond, acceptable in form to the Borough Solicitor, in the amount of ten percent (10%) of the bid total, as a guarantee of the execution of the contract if awarded to bidder, must accompany each proposal.
- b. A one-year performance bond acceptable in form to the Borough Solicitor, with corporate surety, to be renewed yearly by the contractor, approved by the Borough, in a sum equal to 100% of the product of the monthly sum bid times 12 shall be furnished by the contractor within ten (10) days of the award of the contract.

14. COMPLETENESS OF SPECIFICATIONS AND EXPLANATION TO BIDDERS:

- a. These specifications will be considered as clear and complete unless written notice is received by the Borough as to any apparent discrepancies or incompleteness prior to the date and time for receipt of proposals.
- b. Any explanation or interpretation of these specifications by the Borough shall be binding only if in the form of written addenda furnished to all bidders. Oral explanations and interpretations made prior to the opening of bids shall not be binding.

15. CONTRACT:

- a. The bidder to whom an award is made shall provide a written contract to the Borough within ten (10) days after the award.
- b. Upon such bidder failing to do so, the Borough shall be entitled to retain the certified check and the proceeds therefrom or collect the bid bond guarantee submitted.
- c. Payments due under the contract will be made monthly by the Borough after receipt of an invoice. Said invoice shall be for the previous month.

16. EXCEPTION:

Requirements of specifications are to be followed in all detail. Any deviation therefrom shall be itemized and fully set forth in a letter of exceptions attached to the proposal and submitted with the proposal.

17. INDEMNIFICATION:

The contractor agrees to indemnify and save harmless the Borough and all its officers, agents and employees from all suits, actions, or claims of any character, name or description, brought for or on account of any injuries or damages received or sustained by or to any person, persons, or property, during the performance of the work provided under the contract, on account of any act, omission, neglect or misconduct of contractor or his agents and employees.

18. INSURANCE:

The contractor shall carry and maintain during the term of this contract, at his/her own expense, the following insurance coverages:

- a. General public liability insurance (non-automotive) for both personal injury and property damage; and
- b. Automobile liability insurance with respect to both personal injury and property damage.

The aforesaid policies of insurance, and others which may be necessary to comply herewith, shall be maintained in amounts hereafter set forth and shall be designed to protect the Borough from all claims and damages, including wrongful death claims of any kind or nature whatsoever which may arise from the obligation of the contractor in the performance of this contract, whether such obligation is controlled by the contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation required by the terms of this contract. Contractor shall otherwise indemnify and hold the Borough harmless from all manner of claims and lawsuits and shall provide at the insurers expense, all necessary legal aid, counsel and representation.

All other insurance policies maintained shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania and shall be obtained and endorsed in favor of the Borough before execution of the contract hereunder. Said policies shall remain in full force and effect until the expiration of the contract or the completion of all duties to be performed hereunder by the contractor, whichever shall occur later. The contractor will provide copies of insurance policies to the Borough.

Each and every insurance policy maintained and required pursuant to the terms of this contract shall carry with it an endorsement 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 thirty (30) days prior to the effective date of any such modifications, alterations or cancellations. If such modifications, alterations or cancellations shall cause the insurance coverage required by this contract to fail to meet the minimum requirements set forth herein, the contractor shall be deemed to be in default and the Borough may terminate its agreement as of the effective date of such change in insurance coverage and the surety on the Performance Bond may be held responsible by the Borough for resulting losses.

It shall be the responsibility of the contractor in obtaining the aforementioned insurance coverage which shall protect, defend, indemnify and hold harmless the Borough of Birdsboro and its employees, agents, officers and servants from any and all losses, claims, liens, demands and causes of action of every kind and character, including but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees and all other expenses incurred by the Borough, arising in favor of any party including claims, liens, debts, personal injuries (including employees of the Borough of Birdsboro) and without limitation by enumeration, all other claims or demands of every character or in any way incidental to, in connection with, or arising directly or indirectly out of this contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged

are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any party against the contractor or the Borough, or to enlarge in any way the contractor's liability, but is intended solely to provide for indemnification of the Borough of Birdsboro from liability for damages or injuries to third persons or property arising from the contractor's performance.

The insurance coverage 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 this contract.

The minimum amount of insurance coverage shall be as follows:

- a. The Contractor shall maintain liability insurance at a minimum of Three Million Dollars (\$3,000,000.00) for each occurrence of bodily injury and property damage and an umbrella excess liability coverage policy for the duration of this contract or any renewal thereof, in order to protect and save the Borough harmless against any and all claims for damages to persons and/or property arising from the collection of recyclables. Further, the contract shall name the Borough of Birdsboro as co-insured on the aforesaid policies and Contractor shall provide the Borough with a copy thereof.
- b. The Contractor shall maintain Workers' Compensation Insurance in sufficient amount to cover all persons in its employ for the term of this contract. The contractor shall provide the Borough with certificates of insurance or other evidence of Worker's Compensation coverage prior to said contractor commencing work under this contract.
- c. This agreement shall be interpreted, construed and covered by the Laws of the Commonwealth of Pennsylvania. Further, the contractor agrees to comply with any and all State and Federal laws and statutes that have, or may have, any connection or application herewith, including but not limited to Workers' Compensation Laws.

19. INQUIRIES

Inquiries may be directed **in writing** to the Borough Manager, Borough of Birdsboro, 202 East Main Street, Birdsboro, PA 19508 or by fax to Borough Manager, Borough Hall at 610-582-6039.

20. PENALTIES:

- a. The Borough is authorized to: (a) assess the contractor up to One-Hundred Dollars (\$100) for each individual violation and up to Six-Hundred Dollars (\$600) in the aggregate for violations of the provisions of the contract and to deduct the same from payments owing to the contractor; and (b) upon further violation, to cancel the contract with the contractor after five (5) days notice to both the contractor and his/her surety of the intention to do so. In the event of such cancellation, the contractor and/or surety shall pay the Borough the difference between the sum to which the contractor would have been entitled for the balance of the contract and that which the Borough may be obliged to expend, directly or indirectly, to complete the work.
- b. The contractor agrees that the Borough Treasurer shall be authorized to deduct from payments due or to become due to the contractor, the following amounts for each offense as a penalty:
 - i. Failure of a truck and crew to operate over and/or finish a regular route: \$250.00 per day per route. Each day shall be considered a separate incident.
 - ii. Overloading trucks, using filthy or leaky trucks or failure to clean up any materials spilled or drained off of equipment: \$250.00 per incident.

- iii. Missed collection of the same residence more than one time during the quarter: \$250.00
- iv. Beginning collection of recyclables with other than an empty collection truck: \$250.00 per incident.
- v. Failure to collect recyclables properly in place (missed collection): \$100.00 per incident
- vi. Damaging (other than normal wear and tear) or disposing of permanent receptacles: \$100.00 per incident, unless repaired or replaced by contractor.
- vii. Damage to disposal containers by reason of rough handling by contractor's employees: \$20.00 per container.
- viii. Willful destruction of disposal containers: \$30.00 per incident. .
- ix. All hedges, fences or other items damaged by the contractor's trucks and/or employees will be repaired or replaced in kind by the contractor within ten (10) days' receipt of report of such damage. If contractor does not repair or replace damaged hedges, fences or other items, the cost of repair or replacement plus 10% shall be deducted from payments by the Borough.

21. PROPOSALS:

- a. Proposal shall be made on the proposal form(s) attached hereto and same shall be fully completed.
- b. Sealed proposals must be received at Borough Hall, 202 East Main Street, Birdsboro, PA 19508 prior to 10:00 a.m. prevailing time, **Wednesday, September 27, 2023**, in order to receive consideration by the Borough.
- c. Proposals shall be submitted in a sealed envelope clearly identifying the content as a sealed proposal for the stated purpose.
- d. Proposal price shall remain in effect and shall not increase between the time the contractor submits the bid and the time that the bid is awarded.
- e. The Borough reserves the right to extend the time for receipt and/or opening of proposals and/or date awarded by Council.
- f. Proposals will be opened at 10:15 a.m. prevailing time, **Wednesday, September 27, 2023**, at Borough Hall.

22. PROPOSAL REJECTION:

Borough Council reserves the right to waive any informality in proposals, to reject any or all proposals for any reason and to award the contract in the best interests of the Borough.

BOROUGH OF BIRDSBORO
RECYCLING COLLECTION, REMOVAL AND
TRANSPORT TO COLLECTION FACILITY
BID PROPOSAL FORM

JANUARY 2024

RECYCLABLES are to be collected on Wednesday of each week unless otherwise agreed upon by borough and contractor.

Year	25 Gallon Totes
One year bid for 2024	\$
Two year bid for 2024-2025	\$
Three year bid for 2024-2026	\$

AGREEMENT OF BID

It is expressly understood that the undersigned will appear at the Office of the Borough Manager, 202 East Main Street, Birdsboro, Pennsylvania 19508 within ten (10) days after the bid is awarded (if the undersigned is the successful bidder) to execute the appropriate contract. Failure to execute a contract within the ten (10) days following bid award will forfeit the bid bond, rendering it payable in full to the Borough of Birdsboro for liquidated damages.

It is expressly understood and agreed that the undersigned will abide by all requirements outlined and referenced to in this bid document.

The Borough of Birdsboro reserves the right to waive any informality in proposals and to reject any or all proposals for any reason as in the best interests of the Borough.

All of the information submitted with this bid is accurate and is, in all respects, fair and without collusion or fraud.

Company Name: _____

Signature/Title: _____

Printed Name: _____

Attest: _____

Date: _____

