

**BOROUGH OF NORTH CATASAUQUA BID SUBMISSION PACKAGE
BID # 2020-2**

**REFUSE COLLECTION AND DISPOSAL FROM RESIDENTIAL UNITS AND
COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

DETAILED SPECIFICATIONS

Section 1 – Definitions.

The following words, when used in these Specifications, shall have the meanings ascribed to them herein, except in those instances when the context clearly indicates otherwise:

“Ashes” shall mean the residue from the burning of wood, coal, coke, or other combustible materials.

“Contractor” shall mean the most Responsible Bidder, selected by the Borough, who is party to a contract to provide the services described herein.

“Garbage” shall mean the animal, fruit, and vegetable waste resulting from the handling, preparation, cooking, and consumption of foods, and the residue from fruit trees located on a premises. It shall not include more than a trace amount of free liquids. It shall not include industrial food processing waste from canneries, packing plants or the like, nor large quantities of condemned food products.

“Person” shall mean a natural person, firm, partnership, association, school, religious institution, corporation, or other lawful entity.

“Refuse” shall mean garbage, ashes, rubbish, and ruffraff as herein defined.

“Rubbish” shall mean all waste material other than ashes or garbage which is collectible in a forty-five (45) gallon container, including but not limited to paper, rags, street sweepings, small dead animals, excelsior, straw, boxes, discarded clothing and shoes, leather scraps, pieces of carpet, grass, leaves, twigs, branches, hedge trimmings, cloth, glass, china, wood, sand, brick, and tile.

“Riffraff” shall mean all waste material which is too large for collection in a forty-five (45) gallon container, including but not limited to furniture, tanks, tubs, stoves, large dead animals, tree trimmings, refrigerators, tires, mattresses and lawn mowers, either whole or in pieces, such that no one piece shall exceed one hundred fifty (150) pounds.

“Recyclables” shall mean all glass, aluminum, bottles, cans, cardboard, plastics numbered one (1) through seven (7), newspapers, magazines, mail, food material boxes, and any other materials which may, from time to time be designated as recyclable by the Borough of North Catasauqua.

“Residential Unit” shall mean any single-family, multi-family, or apartment dwelling, and buildings owned by the Borough, convents, churches, banks, business and professional offices, barber shops, beauty salons, and newspaper and magazine shops.

Section 2 – Scope of Work Generally.

1. The Contractor shall furnish all labor and equipment, and perform all work necessary to collect ashes, garbage, rubbish, riffraff, and recyclables accumulated in the Borough of North Catasauqua from residential units and certain enumerated public locations where the Contractor shall furnish dumpsters and collect from the same, specifically:
 - A. North Catasauqua Playground, 701 Grove Street (1 dumpster)
 - B. North Catasauqua Borough Hall, 1066 Fourth Street (1 dumpster)
 - C. North Catasauqua Borough Complex, 1460 Main Street (1 dumpster)
2. The Contractor shall dispose of all collected materials at a site of their choosing, to be located outside the limits of the Borough of North Catasauqua. Such site or sites must be approved by the Pennsylvania Department of Environmental Protection.
3. The Contractor shall make collections once per week in accordance with the options chosen by the Borough for the collection of ashes, garbage, rubbish and recyclables.

4. Riffraff, inclusive of Christmas trees, shall be removed once per month.
5. The Contractor shall use packer units for the collection of ashes, garbage, and rubbish. All vehicles shall be water-tight and fit with a tight cover, and shall be operated so as to minimize the release of offensive odors, and blown, dropped, or spilled material.
6. Collections shall be performed the day after any of the following holidays when the holiday falls on a collection day: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No collections shall be made on Sundays. Contractor shall advise of any schedule change, including holidays, by advertising pursuant to the terms set forth herein.
7. Payments to the Contractor shall be made in equal monthly installments.
8. At the end of each year, the Contractor shall meet with the Borough Secretary to determine how many, if any, collection units have been added or removed, and the Contract Price for the following year shall be adjusted accordingly. For this purpose, it shall be established and agreed that 1137 collection units exist as of December 2020. The annual Contract Price will be divided by this number of collection units to arrive at the average collection unit cost. The number of collection units added or removed will be multiplied by this figure to ascertain any change in Contract Price from year to year.
9. Collection, transportation, and disposal of ashes, garbage, recyclables, rubbish, and riffraff shall occur on a single day, with yard waste (with the exception of leaves) to be included in the waste stream.
10. While materials placed at the curb for collection are public property, they remain the responsibility of the resident until collected by the Contractor. Materials become the responsibility of the Contractor upon collection. If the Contractor determines that any material placed for curbside collection is not in sufficient condition for collection, the Contractor shall follow the rejection procedure. Specifically, the Contractor shall have the option of collecting or leaving such item(s), and in any case, shall leave a sticker or other form of

notification approved by the Borough explaining the proper method of preparation of such materials.

11. The Contractor shall leave, without damage at the point of collection, all reusable containers used for the curbside placement of all collectable materials.
12. The Contractor shall adequately clean up any materials spilled, strewn, or blown in the course of collection and/or transportation operations. All collection vehicles shall be equipped with at least one (1) broom and one (1) shovel for use in cleaning up material spillage. The Contractor shall not be responsible for removing or cleaning up any items which have been properly rejected.
13. If, after the contract is awarded, the Contractor desires to change the collection schedule, it must notify the Borough in writing. No change shall take effect until the Contractor has received the Borough's written approval. In the event of such approval, it shall be the sole responsibility of the Contractor to advertise the change in the regular collection schedule in the Morning Call newspaper for three (3) successive days at least ten (10) days prior to the effective date of the change. The Contractor shall be solely responsible for the payment of such advertising and shall submit proof of publication to the Borough. Additionally, the Contractor shall be responsible for providing residents with such additional reasonable notice as the Borough may request.
14. On or before the fifteenth (15th) of each month, the Contractor shall provide a report to the Borough, stating in pounds or tons, the amounts of refuse and recyclables collected each month.

Section 3 – Scope of Services Specific to Recyclables.

1. The Contractor shall provide weekly single-stream ~~curbside~~ collection of recyclables designated by the Borough, with options for either a) weekly curbside collection from all properties which receive municipal refuse collection services or b) weekly collection from a single location as designated by the Borough and agreed upon by Contractor. The collection of these materials shall occur on the same day as the collection of ashes, garbage,

rubbish, and riffraff. Collection shall commence on the first regularly scheduled collection day and shall continue until the end of the Agreement.

2. As designated by the Borough, recyclables shall include:
 - a. Aluminum food and beverage containers
 - b. Newsprint, magazines, and mail
 - c. Cans
 - d. Glass
 - e. Plastics (numbered 1 through 7)
 - f. Food material boxes
3. The scope of services shall include the furnishing of all labor and specialized recycling and other equipment required for the prompt and efficient collection and transportation of all recyclables to be collected under the Agreement.
4. The Contractor shall supply collection vehicles for the sole purpose of collecting recyclables, which are capable of transporting the same in a condition to maximize their marketability.
5. The Contractor shall not commingle recyclables collected in the Borough with recyclables collected elsewhere, and shall submit written verification of the same on a monthly basis.
6. The Contractor shall provide written documentation of the tonnage of recyclables marketed on an annual basis in sufficient detail for the Borough to submit its annual Department of Environmental Protection Performance Grant Application. This data shall include: (1) the marketing date; (2) the weight receipt numbers; (3) the market's name; (4) the market's address; (5) the weight of the material sold; and (6) the range and average price received per ton for each recyclable during the year.

Section 4 – Insurance.

1. Each Bidder shall, for the purposes of their Proposal, be required to show that they accept the provisions of the Workmen's Compensation Act of 1915 and the supplements and amendments thereto, and that they will insure their

liability attendant with any Agreement with the Borough prior to executing such Agreement.

2. The Successful Bidder shall agree to indemnify and hold harmless the Borough of North Catasauqua from any and all actions or causes of action, claims, demands, liabilities, losses, damage, or expense of any kind or nature whatsoever, including counsel fees which the Borough may incur by reason of the consequence of the Successful Bidder's performance under the Agreement.
3. Each Bidder shall submit a Certificate/s of Insurance issued by an insurance company satisfactory to the Borough, evidencing the existence of the mandatory minimum coverage required by this section:
 - a. General Public Liability Insurance (non-automotive) for personal injury and damage to property of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
 - b. Total Automobile Liability Insurance including primary combined single limit coverage and excess automobile liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
 - c. Excess Liability Insurance, applicable to General Public Liability and Automobile Liability, of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate (umbrella form).
 - d. Workmen's Compensation coverage of not less than the statutory minimum, and employer liability coverage of not less than \$1,000,000 per occurrence.
4. The aforesaid policies of insurance, and any additional policies required by the Borough, shall be maintained by the Contractor in the amounts set forth, and the Borough shall be named as an additional insured on the policies, and designated for protection from any and all claims for damages of any kind or nature whatsoever, including but not limited to wrongful death, which may arise from the obligations of the Contractor in the performance of the Agreement, whether such obligation be controlled by the Contractor or by

someone either directly or indirectly employed by the Contractor for the purpose of accomplishing some obligation incumbent upon the Contractor under the terms of the Agreement. All insurance policies maintained by the Contractor shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. Each certificate of insurance shall require that notice be given to the Borough of North Catasauqua, either by certified or registered mail, at least sixty (60) days prior to any material change to or cancellation of any policy hereunder.

Section 5 – Contract Term.

Bidders shall submit proposals for contract terms of ~~three (3) or five (5) years~~thirty-five (35) or fifty-nine (59) months.