

# **PROPOSAL**

## **INSTRUCTIONS TO BIDDERS**

### **1. Receipt and Opening of Proposals**

The Borough of California invites and will receive proposals (i.e. bids) on the forms attached hereto at the office of the Borough Secretary, 225 Third Street, California, PA 15419 until 12:00 Noon on October 12, 2017.

Bids will be publicly opened and read aloud at the regular monthly meeting of Borough Council on October 12, 2017 at 6:30 p.m., at the California Borough Municipal Building, 225 Third Street, California, PA 15419. Bids must be sealed and addressed to the Borough of California and plainly marked "Proposal for Municipal Waste/Leaf Waste/Recycling Collection".

### **2. Scope of Work**

The work to be performed under this Contract shall consist of all items contained in the Proposal including the provision of all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as set forth in the specifications attached hereto.

### **3. Term of Contract**

The term of this contract will be for a three (3) year period beginning upon January 1, 2018 and ending December 31, 2020. The Borough and the Contractor will also reserve the right to extend the contract for two (2) additional, one (1) year period options to be mutually agreed upon by both the hauler and the Borough. The hauler must notify the Borough in writing 90 days prior to the end of the initial contract term, which is December 31, 2020. Said extension is to be at the same rate, terms and conditions. Upon agreement by both parties, the Borough will issue an extension contract to be executed by both parties.

### **4. Preparation and Submission of Proposal**

All proposals (i.e. bids) must be prepared and signed by the bidders on the form attached hereto. If submitted by a corporation, the bid must be signed by an officer of the corporation, or by other persons authorized by resolution of the Board of Directors.

All bids must be legibly written in ink or typewritten. Proposed rate schedules and quantities must be written in both words and figures. In the event of a discrepancy or error, the unit prices and quantities as written out in words shall govern.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and plainly marked "Proposal for Municipal Waste/Leaf Waste/Recycling Collection". If forwarding by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid. The Borough of California Council reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof; to waive any irregularities, and to reject any and all bids. Conditional bids will not be accepted.

#### 5. CONTRACTOR TO MAKE EXAMINATIONS

Bidders shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment and material needed thereon. The bidder shall make his own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Borough. The bidder agrees that if he should execute the Contract, he shall make no claim against the Borough because of estimates or statements made by any officer or agent of the Borough which may prove to be in any respect erroneous. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve him of any obligations with respect to his bid or to the Contract. The bidder shall be familiar with all Borough of California Ordinances in respect to solid waste/leaf waste/recycling collection. The Borough Secretary shall make all such documents available to the bidders.

#### 6. BID BOND

Each bid bond must be accompanied by a certified check, cashier's check or Bid Bond in the amount of ten percent (10%) of the total yearly bid for service payable to the Borough of California as guarantee that if the bid is accepted, the bidder will execute the Contract within ten (10) days of its award. The bid bond or approved deposit will be returned to the successful bidder upon signing of the contract and posting the performance bond. If the Contract is not executed by the successful bidder within the ten (10) days, the ten percent (10%) bid bond will be forfeited.

The Bid Bond of the lowest three (3) bidders will be held until the Contract is executed. If no bid has been selected within 60 days of the opening of bids, securities will be returned upon demand of any bidder at any time thereafter, provided that he has not been notified of the acceptance of his bid.

Each bid must also be accompanied by a certificate of insurance evidencing the coverage set forth in the Contract Specifications. In lieu of the certificate, the bidder may submit evidence satisfactory to the Borough Council that, in the event

that award of the Contract is made to him, the required coverages would be in place before execution of the Contract.

## 7. PERFORMANCE BOND

The selected bidder shall have ten (10) days after notification of acceptance of the bid to deliver to the Council a three (3) year Performance Bond in an amount equal to 50% of the Annual Bid or an irrevocable renewable letter of credit payable to California Borough in an amount equal to 50% of the Annual Bid. Said bond is to be executed by a surety or banking institution satisfactory to the Council, guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor, materials and equipment used in the work. If the successful bidder does not deliver to the Council a three (3) year Performance Bond in an amount equal to 50% of the Annual Bid or an irrevocable renewal letter of credit payable to California Borough in an amount equal to 50% of the Annual Bid within ten (10) days after notification of acceptance of the bid, the bidder will forfeit the ten percent (10%) bid bond. If the successful bidder, at any time, fails to live up to the terms of the Contract, the bidder will forfeit said three (3) year Performance Bond or irrevocable renewable letter of credit payable to California Borough in an amount equal to 50% of the Annual Bid.

## 8. QUALIFICATIONS AND COMPETENCY OF BIDDERS

Each bidder is required to submit with the bid certified supporting data regarding his qualifications and suitability for the work to be performed including the following information.

- A. An itemized list of the bidder's equipment for use on the Contract.
  1. Evidence of ownership and possession of vehicles in connection with this contract shall be shown on the Equipment Exhibit form and submitted with the bid.
  2. If the bidder intends to utilize new equipment, the agreements of sale for the purchase of the equipment must be submitted to the Borough within 15 days of the award of the contract.
- B. The bid specifications include provisions that the disposal site utilized by the Contractor must be approved and permitted by the Commonwealth of Pennsylvania. Said specifications must also include a drop-off site for leaf waste. Bidder must provide written documentation of permission to utilize the waste disposal site/sites and leaf waste drop-off site/sites for the duration of the contract.
- C. Where the bidder is a corporation, evidence that the bidder is in good standing under the laws of the State of Pennsylvania must be included.

In the case of corporation organized under the laws of any other state, evidence that the bidder is licensed (or is capable of being licensed) to do business and is in good standing under the laws of the State of Pennsylvania, or a sworn statement that it will take all necessary action to become so licensed if bid is accepted.

## 9. BASIS OF THE PROPOSAL

The bid proposals shall be the weekly, unlimited collection and disposal of identified residential municipal waste, the two leaf waste collections on the second Saturdays in October and November in the fall and one leaf waste collection on the third Saturday in April in the spring and a drop-off site for residents to dispose of their leaf waste, and the bi-weekly collection and marketing of recyclables; all are based on a quarterly fee for the service provided to every residential unit located in the Borough, estimated to be 1,200 units. **DISCLAIMER: THE CONTRACTOR IS RESPONSIBLE FOR DOING ITS OWN VERIFICATION AS TO THE EXACT NUMBER OR ESTIMATED NUMBER.** Leaf waste includes leaves, garden residues, shrubbery and tree trimmings, and similar material, but does not including grass clippings. It shall be understood that “unlimited collection” of residential municipal waste does not include the unlimited collection of appliances. Every residential unit will be allowed to include one appliance, which has had its CFC’s removed and has a red tag that has been clearly placed on it, per weekly solid waste collection. Any additional appliances can be collected, but at an additional expense, per additional appliance, to the resident. The bidders shall include, as a part of their proposal, an attachment containing all additional items they may collect at an additional fee.

The rate shall be assessed each owner of a residential unit in the Borough as quarterly payment due the Contractor. The contractor will directly bill each residential unit.

The Contractor shall retain fifty percent (50%) of the gross proceeds of the sale of recyclables and shall apply equally the remaining fifty percent (50%) of the gross income received from the sale of the Borough customers’ recycled materials as a credit on each customer’s next quarterly bill.

The Contractor shall also apply the rate of \$30.00 per ton times the actual weight of materials recycled to determine the avoided tipping fees. One hundred percent (100%) of the avoided tipping fees shall be applied as a credit on each customer’s quarterly bill for all materials recycled in the Borough.