

**REQUEST FOR BIDS (RFB)**

Curbside Collection and Disposal of Municipal Waste and  
Curbside Collection and Disposal of Recyclable Materials

**ISSUED BY:**

**Borough of Delaware Water Gap  
Monroe County, PA**

## **REQUEST FOR BIDS**

### **Curbside Collection and Disposal of Municipal Solid Waste and Curbside Collection and Disposal of Recyclable Materials**

The Borough of Delaware Water Gap will receive sealed bids for municipal solid waste collection and disposal services and curbside recycling collection and processing services; and leaf/yard waste collection and processing services at the Delaware Water Gap Borough Office, 49 Main Street, Delaware Water Gap, Pennsylvania 18327 until 5 p.m. on November 2, 2020. The bids will be opened publicly and read aloud at that time. It is the bidder's responsibility to have all bid proposals delivered on time. No late proposals will be accepted. Sealed Bids must be mailed or hand delivered. Faxes and emails are not acceptable.

The bid proposal and all bid specifications are available electronically by request by calling the Delaware Water Gap Borough Municipal Office, at (570) 476-0331, Monday through Friday, between the hours of 9:30 a.m. and 5:00 p.m. Prospective bidders must register with complete name, address, and contact information including phone number and email address in order to receive bid documents. Any addenda to these bids will be mailed to the address provided by the prospective bidder at this time. No changes to the bid shall be issued any later than five (5) business days before the bids are opened.

A bid bond or a certified check from a secure and responsible bank made payable to the Borough of Delaware Water Gap in the amount of 10% of the total bid is required at the time of bid submittal.

Within twenty-one (21) days of the awarding of the contract the successful bidder shall furnish a performance bond in the amount of 100% of the total contract price for the total bid. Additional details concerning this requirement are contained within the bid document.

The Bidding and Contract schedule are as follows:

Bids due – November 2, 2020, 5 p.m., Delaware Water Gap Borough Building

Examination of bids and awarding of contract – November, 2020

Start of collection – January 1, 2021

Any questions concerning bid instructions, specifications, service area, or contract requirements will be addressed by the Borough Secretary by telephone.

The Borough reserves the right to reject any or all of the bids received. The Contractor is required to ensure that employees and subcontractors are not discriminated against because of race, age, religion, gender, national origin or disability.

## **1.1 GENERAL INFORMATION**

This Request for Bids (RFB) is issued by the Borough of Delaware Water Gap, Monroe County, PA. Prospective bidders must follow all directions contained within this document, and follow all guidelines, rules and regulations established by the Commonwealth of Pennsylvania Department of Environmental Protection (DEP) regarding the collection and disposal of Municipal Solid Waste (MSW), recyclables and leaf/yard waste, and follow all provisions of the Monroe County Waste Plan and all Monroe County Ordinances, as well as ordinances of the Borough of Delaware Water Gap.

The Contractor or Contractors selected will be responsible for the collection and disposal of MSW collected in Borough of Delaware Water Gap, as well as the collection and processing of recyclables as well as leaf and yard waste collected in the Borough. Contractors are asked to submit separate bids for the collection of municipal waste/recycling and leaf/yard waste as outlined in the bid document.

Questions:

Any questions regarding this bid proposal shall be directed the Borough Secretary.

Borough of Delaware Water Gap contact is as follows:

Borough of Delaware Water Gap – Shaina Serrano, Borough Secretary

49 Main Street, Delaware Water Gap, Pennsylvania 18327

Phone: 570-476-0331.

Addenda:

Any addenda shall be given to those prospective bidders who provided all required information upon receipt of the original bid documents. The addenda shall be sent via certified mail, return receipt required, and included with the bid.

Any addenda or changes shall become part of the Contract Document and shall be binding upon each bidder; they shall be used in evaluating the contract, and shall be required in performance of the contract.

## **1.2 SUBMITTAL OF BIDS**

All bids, in duplicate, must be submitted on the documents provided in this bid packet not later than the time and date specified in the Request for Bid (RFB) proposal document, and shall be enclosed in an envelope, which is securely sealed and labeled as follows:

**Borough of Delaware Water Gap 2020 Municipal Waste Collection and Recycling Contract:**

**Bidder's Name and Address:** \_\_\_\_\_

**All bids shall be addressed to:  
Borough of Delaware Water Gap  
2020 Municipal Waste and Recycling Contract  
49 Main Street, PO Box 218  
Delaware Water Gap, Pennsylvania 18327**

**Attn: Shaina Serrano, Secretary**

Bids shall include all information required on the sheets provided as attachments, including the Bid Proposal Price Form and Questionnaire.

No bids may be modified after the due date and time. Any and all modifications to the bid must be in writing, and sent to the Borough offices before the due date. The Borough of Delaware Water Gap is not responsible for any late or improperly labeled bids.

Bid prices must include all taxes, charges, and fees, and be all-inclusive as requested by the Borough. The Borough has the right to reject any or all bids.

## **1.3 QUALIFICATIONS OF BIDDERS**

All bidders must fill out the bidders information sheets attached to this contract. Failure to do so will disqualify the bid.

Bidders must comply with all Commonwealth of Pennsylvania, Borough of Delaware Water Gap Rules and Regulations, and follow all requirements of the Monroe County Municipal Waste Plan and Ordinances, and show proper hauler licensing by the Commonwealth of Pennsylvania. Failure to do so may cause cancellation of the Contract by the Borough.

#### **1.4 REJECTION OF BIDS**

The Borough may reject any or all bids and re-bid these services for a number of reasons including but not limited to the following:

- a. Evidence of collusion among the Bidders
- b. Evidence of Criminal Activity
- c. Failure to comply with the provisions stated in the RFB.
- d. Inability of the Bidder or Bidders to perform the duties as described in the bid documents including lack of competency
- e. Failure to submit bid on time

#### **1.5 CONTRACT OVERVIEW – SCOPE OF WORK**

This RFB includes municipal waste collection and disposal as required by the Borough of Delaware Water Gap. The term, services and options selected will be based upon the bid price, and the ability of the hauler to deliver the best service to the Borough. Under this contract, the Borough of Delaware Water Gap will seek bids for the weekly curbside pickup of all municipal waste, including bulky items from each household unit, at least bi-weekly curbside collection of single stream recycling from each household unit, and six (6) leaf/yard waste collections per year (two in the spring and four in the fall). Municipal waste and recyclables shall be placed at curbside in approved bags or containers. The Contractor will bid municipal waste and single stream recycling option with or without containers. Bidders for the leaf/yard waste collection will bid without a container. Pickup will be performed on one (1) day each week boroughwide. The Borough does not provide a separate “Spring clean-up” for the pickup of bulk items. Pickup of bulk items shall be included in this bid price. Prior notice for placing bulk items at curbside shall not be required.

Bulky waste includes large items such as furniture, bedding, or appliances, if they do not contain Freon, or if the Freon is removed and the items tagged. Residents are required to attach a sticker to any appliance which contained Freon (such as refrigerator or air conditioner) showing that the Freon has been removed by a certified vendor. The Contractor should leave at the curb any Freon containing appliance if this sticker is not attached. Bulky waste does not include electronics such as computers or televisions.

The following is a description of items under bid consideration:

##### **A. Term of Contract**

Bidders are asked to provide bids for years 2021, 2022 and 2023 as a lump sum bid; with two - one (1) year options to renew for years 2024 and 2025. Each bidder will provide prices as

requested on the Bidder's Price Proposal form. The option to extend the contract will be made by the Borough sixty (60) days before the end of year three of the contract, at which time the Borough will provide the Contractor with written notice that they are extending the contract.

Each bidder will provide prices as requested on the Bidder's Price Proposal form.

The Contractor shall not sub - contract any portion of the work to be done except with prior written consent of the Borough. Any approved subcontract does not release the Contractor from their primary liability to perform all aspects of this contract.

The Contractor shall follow safe practices at all times while performing work under this contract. All practices, materials and equipment shall comply with the Federal Occupational, Safety and Health Act (OSHA), as well as any pertinent Federal, State, and local safety or environmental codes.

## **B. Collection Schedule**

The current pickup schedule has all curbside collections within the Borough occurring on one day of the week (with the exception of delays due to holidays).

Each bidder must specify the schedule proposed for collections under this contract. The Borough prefers having the curbside collection for the entire Borough occur on one day, as is currently done. Collections shall be made between the hours of 7 a.m. and 4 p.m.

The successful bidder shall, as part of the bid proposal, specify how collections will be rescheduled due to holidays.

Municipal waste, recyclables or leaves/yard waste from the Borough shall not be collected on the same day as any other municipality, or mixed with materials from another municipality or development, in order to ensure accuracy for reporting and payment purposes.

Any changes in the collection schedule must be approved by the Borough.

There will be no Sunday collection of curbside municipal waste or recyclables. Once a schedule has been established, there shall be no variation except in the case of a Force Majeure event, or any other reason approved in advance by the Borough, after which the Contractor shall resume collections immediately.

## **C. Contractor's Obligation to Collect**

The Contractor shall be responsible to weekly collect, remove and transport for disposal or processing municipal waste, recyclables or leaf/yard waste from all single family residential dwellings and multiple family residential properties. Collections from commercial, industrial, institutional or residential buildings exceeding six (6) units in number are not included in this

contract. This number is estimated by the Borough of Delaware Water Gap to be approximately 256 in number as of August, 2020. In addition, the Contractor must include weekly pickup from garbage containers at the following facilities:

- a. Municipal Building, 49 Main Street
- b. Municipal Park, Oak Street
- c. Museum, Main Street
- d. Fire Company, Main Street
- e. Church, Main Street
- f. Post Office, Shepard Avenue

**D. Disposal of Municipal Waste**

Municipal waste from Borough of Delaware Water Gap must be disposed of in accordance with the Monroe County Municipal Waste Management Plan. It is the Contractors responsibility to follow all provisions of this Plan and Monroe County Ordinances.

**E. Single Stream Recycling**

The Contractor shall collect materials “single stream” in one container. The Contractor should be on the option with and without a container supplied by the Contractor. Single stream is comprised of glass and plastic containers, steel/bimetal and aluminum cans, and various grades of paper including office paper, newspapers and magazines/catalogs, mixed residential paper, corrugated cardboard and chipboard as well as other items which are deemed recyclable b the Contractor, Borough and the Recycling Center processing the collected materials. It is understood that new items may be added for curbside collection as markets expand for such materials. The curbside collection of single stream recycling can occur weekly or biweekly.

The dumping or landfilling of recyclable materials is considered a breach of contract and reason for termination of the contract.

If the Contractor collects municipal waste and recyclables on the same day, mixing municipal waste and recycling is cause for termination of contract.

**F. Disposal of Leaf/Yard Waste**

Leaf/Yard Waste from Borough of Delaware Water Gap must be recycled or composted.

**G. Collection Containers**

The Contractor will bid on the Municipal Waste and Single Stream Recycling option with and without containers. The containers bid shall be sturdy, with a lid, and large enough to accommodate the weekly municipal waste and single stream recycling collection. The Contractor will determine the best type of container in conjunction with the Borough

## **H. Payment of Fees/Billing**

Upon implementation of the contract, payments shall be made to the Contractor on a monthly basis by the Borough of Delaware Water Gap, only after submission of certified weigh slips from the previous month's collection, based on 1/12 of the yearly contract total depending upon the option which is awarded.

All bid prices shall include any and all Act 101 fees or charges, and Chapter 62, Waste Transportation Safety Act, and Chapter 63 of said Act, imposing a \$4.00 per ton solid waste disposal fee at all municipal waste landfills to be paid by the successful contractor. The Borough or its residents shall not be billed separately for any such charges.

The Contractor is responsible for the timely payment of all disposal costs due at the designated disposal facility for all solid waste collected per this contract. The Contractor shall indemnify and hold the Borough of Delaware Water Gap harmless from any claims, suits, damages, fees, costs and expenses including reasonable attorney fees, relating to or arising out of payments or failure to pay any disposal fee. The Contractor is also similarly responsible for any fees, damages, suits or claims arising from the processing of recyclables or leaf/yard waste.

## **I. Records and Reporting**

Monthly Program Reports:

The Contractor shall submit at least monthly for the length of the contract period. The reports shall be submitted with the monthly billing within ten (10) working days from the end of the month for the previous month.

The reports shall include:

- Summaries of tonnages of all materials collected that month including municipal waste and recycling.
- Problems and noteworthy issues in the recycling or municipal waste program operation; violations that need to be addressed.

The Contractor is required to keep records to comply with the Borough reporting requirements to Monroe County Municipal Waste Management Authority and the PA Department of Environmental Protection (PA DEP), as well as for recycling grant purposes.

The Contractor is required to provide certified weight receipts for all recyclable materials processed. The Contractor must obtain weights from certified scales for recyclables.

## **J. Collections from Borough Property**

Contractor shall collect municipal waste and/or recyclables from the following facilities.

- a. Municipal Building, 49 Main Street
- b. Municipal Park, Oak Street
- c. Museum, Main Street
- d. Fire Company, Main Street
- e. Church, Main Street
- f. Post Office, Shepard Avenue

## **2.0 DESCRIPTION OF BOROUGH**

The following description of the Borough of Delaware Water Gap is provided to assist the Contractor in better understanding the demographics of the municipality. The number of residential units and properties, as well as the solid waste and recycling tonnages provided, and any other data given in this document, are for informational purposes only. The numbers, data, and descriptions may vary throughout the contract's time frame.

The information provided represents the best available data which the Borough can provide in order help the bidder assure the accuracy of the bid.

### **Borough of Delaware Water Gap –**

Borough of Delaware Water Gap has a population of approximately 890 people. It is located in Northeast PA in Monroe County. A map of the Borough of Delaware Water Gap is attached.

### **Municipal Waste and Recycling Statistics -**

The Borough is providing the following recycling and municipal waste collection tonnages for informational purposes to prospective bidders. The number of residential units and properties, as well as the municipal waste and recycling tonnages provided, and any other data given in this document, are for informational purposes only. These numbers as well as descriptions provided may vary throughout the contract's time frame. The information provided represents the best available data which the Borough can provide in order help the bidder assure the accuracy of the bid.

**Table 2 - Curbside Tonnages for Municipal Solid Waste and Recyclables**

The current Contractor supplied the following information for curbside tonnages for municipal solid waste from 2018, 2019 and 2020. No other information is available at this time:

	2018	2019	2020
January	16.79	11.91	20.01
February	17.24	8.82	14.92
March	21.56	17.43	17.25
April	17.85	21.05	23.77
May	22.24	27.13	22.23
June	28.43	21.02	20.43
July	10.38	21.58	25.08
August	12.36	24.34	19.01
September	18.54	18.55	18.81
October	15.39	23.80	
November	12.28	18.02	
December	11.56	19.51	
Total	204.62	233.16	

**3.0 CHANGES TO THE EXISTING CONTRACT**

Changes to Bidding Options

Contractors may bid on a single contract for Municipal Waste Collection and Curbside Single Stream Recycling. Contractors must bid separately for Leaf/Yard Waste collection. Contractors should provide the bid with and without containers. There is no container required for the collection of leaves/yard waste.

Containers

Under this contract the Contractor will bid on containers for municipal waste and recycling to all residents. The containers shall be sturdy and easily handled by collection crews. The containers shall have a secure lid and be watertight, leak proof and rodent proof and constructed of durable, corrosion resistant materials. The container shall be large enough to hold one (1) week's collection.

## Processing of Single Stream Recyclables

Monroe County Municipal Waste Authority has the ability to process single stream recyclables. The Contractor shall make every effort to work with the Borough and the Authority to determine if this is the best processing option for recyclables collected in Borough of Delaware Water Gap. The Contractor should demonstrate why another facility is a better processing option than the Monroe County Recycling Center prior to hauling materials to another facility.

### **4.1 FORCE MAJEURE**

Once a schedule has been established, there shall be no variation except in the case of a Force Majeure event after which the Contractor shall resume collections as soon as possible.

### **4.2 HOLIDAYS**

Borough of Delaware Water Gap will observe the following holidays. On these days there will be no recycling or trash collection: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Please indicate in the bid if there will be any additional holidays that would delay pickup service for MSW or recycling collection. The Borough must approve any additional holidays.

The successful bidder shall, as part of the bid proposal, specify how collections will be rescheduled due to holidays.

### **4.3 SUPERVISION**

The Borough requires that the Contractor have a supervisor in charge of collection during the times of collection, The Borough must be able to contact the supervisor during work hours. The Contractor will provide the Borough with a name, phone number, and all contact information for the person responsible to handle complaints or questions.

The Borough Secretary will serve as contact on all matters relating to municipal waste, recycling, and leaf/yard waste collection. Residents will call the Borough with any complaints, at which time the Borough will call the Contractor's supervisor in charge to resolve the issue.

The Contractor must stop in the Borough offices, or call the Borough, at the end of each collection day. At this time, the Contractor and Borough can resolve any problems arising from the day's collection.

### **4.4 COLLECTION EQUIPMENT**

Vehicles used for the collection of municipal waste or recycling shall be in proper working order, enclosed as to prevent leakage or loss of liquid. There shall be no trash or debris falling

from the vehicle. They shall be inspected per Commonwealth of Pennsylvania guidelines, and be clean and sanitary in appearance.

The Contractor shall have an adequate number of vehicles to perform regular collection services. Each vehicle shall be clearly marked with the company name and phone number. Vehicles used for the collection of recyclables should be clearly marked "recycling" to avoid confusion and the mixing of recyclables with municipal waste.

If awarded the contract, the Contractor will provide the Borough with a list of vehicles operating in the Borough.

#### **4.5 OWNERSHIP OF RECYCLABLES**

Recyclables placed at the curb are the property of Borough of Delaware Water Gap until they are collected in the Contractor's recycling collection vehicle. No other Contractor is allowed to collect recyclables in the Borough once they are placed at the curb by residents.

#### **4.6 RIGHTS OF THE BOROUGH**

1. The Borough reserves the right to waive immaterial defects in any bid when awarding bids.
2. The Borough reserves the right to reject any or all bids
3. The Borough reserves the right to re-advertise for new bids
4. The Borough will select the bid which is most favorable to its residents.

#### **4.7 WITHDRAWAL OF BIDS**

A Bidder who submits a bid waives the right to withdraw the bid for sixty (60) days unless the bidder presents the Borough with evidence that there is some over-riding reason for the withdrawal of the bid. The Bidder may not lower, raise, or alter the bid at any time after it has been received, and opened, by the Borough at the advertised bid opening. The Bidder who is permitted to withdraw a bid may not serve as subcontractor to another Bidder.

**4.8 DEDUCTIONS FOR VIOLATION OF CONTRACT**

The Borough has a right to deduct from payments made to the contractor the following amounts of liquidated damages for the following violations:

Refuse not collected per house, per occurrence	\$50.00
Recyclables not collected per house, per occurrence	\$50.00
Complaints not attended to, per occurrence	\$50.00
Rude conduct by Contractor's employees, inappropriate behavior or foul language	\$50.00
Trash containers or recycling bins thrown in street	\$50.00
Spillage of recycling or refuse in roadway with failure to clean street immediately	\$50.00
The Contractor shall respond to reports of missed collections within eight (8) hours of notification by the Borough, or by following the established rejection of materials procedure. Not responding to this missed collection constitutes a violation	\$50.00
Failure to provide Borough of Delaware Water Gap with required municipal waste, recycling and yard waste reports	\$50.00
Property damage	Time and Material rate

The Borough representative shall decide whether one of the above violations has occurred. The Contractor has the right of appeal to the Borough Council whose judgment in this issue shall be final. The Contractor must remedy the problem within three (3) working days of the violation or the fine will be imposed.

The Borough has the right to terminate the contract if the Contractor has three thousand (\$3,000) in accumulated fines in a one year period without making a good faith effort to remedy the problem.

**4.9 NON COMPLIANCE WITH CONTRACT TERMINATION OF CONTRACT**

Failure of the Contractor to perform the collections required by this contract for reasons other than a Force Majeure event, or another reason approved in advance by the Borough, shall be grounds for termination of the contract.

Failure to maintain the performance bond, insurance policies, and licenses as required by this contract are grounds for termination of contract.

#### **4.10 BID SECURITY BONDS**

A bid bond or a certified check from a secure and responsible bank made payable to Borough of Delaware Water Gap, or a bid bond acceptable to the solicitor, in the amount of 10% of the total maximum bid is required at the time of bid submittal.

A bid will not be considered unless it is accompanied by a certified check or bond. The Bid Security will be returned to all bidders after the successful bidder executes the Contract and provides Performance Bonding and evidence of Insurance in the amount and type specified. Bid bonds shall be held no longer than sixty (60) days before their return.

#### **4.11 PERFORMANCE BONDS**

The successful bidder shall, within the Ten (10) days after the prescribed form(s) are presented to the bidder, provide a bond for the performance of the Contract in a form acceptable to the Borough Solicitor. The performance bond shall be in the amount of 100% of the entire three year contract awarded.

#### **4.12 LIABILITY INSURANCE**

All insurance policies shall name the Borough of Delaware Water Gap, its officers, agents, and employees as an additional insured. Written notice of insurance cancellation shall contain a provision that written notice will be provided thirty (30) days in advance of the effective date.

Certificate of insurance shall contain the following minimum amounts:

Worker's Compensation Insurance - Statutory coverage with \$100,000 employer's liability; \$100,000 each employee; \$500,000 policy limit. Worker's Compensation coverage shall follow all requirements of the Commonwealth of Pennsylvania.

General Public Liability Insurance (Non automotive) for personal injury and property damage- Not less than \$ 1,000,000 for each occurrence and \$ 1,000,000 aggregate

Commercial Automobile Liability Insurance, Bodily Injury and Property Damage Liability - \$1,000,000 per accident

Umbrella Liability Insurance - Applicable to both General Liability, and Automobile Liability Insurance, shall not be less than \$5,000,000 for each occurrence and \$5,000,000 aggregate.

## 5.0 DEFINITIONS

**Borough** - Municipal Government of the Borough of Delaware Water Gap

**Borough Council** - Council of the Borough of Delaware Water Gap or its designated representative. In this document, they shall be called "Council."

**Bulky Waste**- Normal discarding of large items such as furniture, mattresses, and other items which cannot be placed inside a trash bag or garbage can. Under this contract, bulky waste also includes any white goods (appliances) which do not contain Freon, or which have had Freon removed by a certified vendor. Bulky waste does not include construction or demolition waste, any hazardous substances, electronics, or any other items banned from municipal waste landfill disposal by the Commonwealth of Pennsylvania.

**Refuse Container** – Any trash can, or container not to exceed thirty – two (32) gallons in size. Any refuse container shall be sturdy, and be constructed of rust and corrosion resistant materials. It should be watertight, leak-proof, insect and rodent proof.

**Contractor** - This shall mean the business, partnership, company, or private entity performing Municipal Waste collection or Recycling collection in the Borough of Delaware Water Gap under this contract.

**Electronics** - Includes electronic discards such as computers, monitors, printers, televisions, audio equipment, and other electronic type devices.

**Force Majeure event** – An event over which either party has no control including "Acts of God" such as natural disasters like hurricanes, flooding, tornadoes, major fires or similar. Force majeure also includes events beyond the reasonable control of either party in addition to "Acts of God" such as events that are beyond reasonable or predictable control.

**Municipal Waste** - Any garbage, trash, refuse, and other similar material including solid, liquid, semi-solid or contained gaseous material resulting from the operation of residential, or community activities. According to PA DEP, municipal waste also includes lunch room, school or office type waste. Municipal waste is commonly referred to as "trash" or "garbage." This contract does not allow for the collection of municipal waste from business, school or industry.

**Recyclable Materials** - Includes any and all items for which the Borough and Contractor are able to find a market for reuse or remanufacture, including but not limited to single stream recyclables including paper products, corrugated cardboard and chipboard, plastic and glass containers, aluminum and steel/bimetal food and beverage containers, and other items for which markets are available. The definition of a recyclable item may change and expand due to market availability.

**Refuse** - All solid waste generated within Borough of Delaware Water Gap, often called

“garbage,” “trash,” or “rubbish.” This includes solid and bulky waste resulting from household activities of residents. Refuse does not include any material that can be recycled by the Borough.

**Residential Unit-** A home or apartment at which a person or persons or a family reside. Under this contract a residential unit does not include buildings exceeding six (6) units.

**Yard Waste** - Includes leaves, branches, tree limbs, brush, flowers, plants, and sweepings from yards and flowerbeds, Christmas trees, or any similar material. Yard waste does not include grass clippings or large items such as large logs or tree stumps.

**White Goods-** Appliances such as refrigerators, stoves, washers or dryers. Freon containing appliances must have sticker affixed before collection showing that Freon has been removed by a certified company.

## **6.1 BIDS IN GENERAL**

Bids must be submitted using the forms provided in this document and the Bids must include the Prices and all other requested information. Failure to bid on all options may be grounds for rejection of the Bid.

## **6.2 BIDDER’S QUALIFICATIONS**

Bids will only be accepted from Bidders who have been actively engaged in the collection of municipal solid waste and/or recyclables for at least five (5) years. The successful Bidder must be able to perform and complete the proposed work in a fully competent, satisfactory manner, as determined by the Borough. The Borough reserves the right to verify this information and/or seek additional information from the Bidder as to their qualifications. Submission of false or misleading information shall be grounds for rejection of the Bid.

Subcontractors - Any subcontractors must be approved in advance by the Borough Council or its representatives. They must follow all rules and regulations as set forth in these documents and in the contract.

## **6.3 CONTRACT PERIOD**

The Contract with the successful Bidder will begin with the commencement of collections on January 1, 2021. The contract is for a three (3) year period with two (2) one year extension options to renew.

## **6.4 OPTION TO RENEW**

The option to renew the contract will be made sixty (60) days before the end of year three, at which time the Borough of Delaware Water Gap will decide whether to extend the option to renew. Two (2) one-year extensions are allowable under this contract.

## **6.5 RECORDS AND REPORTING**

Contractor shall provide the Borough with monthly reports and shall be required to keep accurate records and submit reports which comply with Borough reporting requirements. Contractor shall also provide certified weight receipts for all materials collected (municipal waste and recycling tonnages). Reporting documents must be in a form acceptable to Borough.

All correspondence, including reports, shall be directed to:

**Borough of Delaware Water Gap**  
**49 Main Street,**  
**Delaware Water Gap, Pennsylvania 18327**  
**Attn: Shaina Serrano, Secretary**

**BOROUGH OF DELAWARE WATER GAP BIDDER'S PROPOSAL FORM  
2020 BID FOR BOROUGH OF DELAWARE WATER GAP  
MUNICIPAL WASTE, RECYCLING AND LEAF/YARD WASTE COLLECTION**

Borough of Delaware Water Gap collection and disposal of municipal waste; and curbside collection and processing of recyclable materials including six (6) times per year collection of leaves and yard waste.

The bid will include all collection costs, labor, landfill fees, costs associated with recycling or composting, and any other fees. It is an all-inclusive bid. Borough of Delaware Water Gap does not pay taxes or any additional fees.

Contractors may bid on a single contract for Municipal Waste Collection and Curbside Single Stream Recycling as outlined below. Contractors must bid separately for Leaf/Yard Waste collection as outlined below. Contractors may bid on any or all of the options outlined below.

**BOROUGH OF DELAWARE WATER GAP BIDDER'S PROPOSAL FORM**  
Bid includes municipal waste collection and single stream recycling collection

**BID INCLUDING CONTAINERS FOR MUNICIPAL WASTE AND SINGLE STREAM RECYCLING**

	DAY OF WEEK	BID PRICE
THREE (3) YEAR LUMP BID PRICE FOR YEARS 2021, 2022 and 2023	M T W T F	_____
BID PRICE FOR RENEWAL YEAR 2024	M T W T F	_____
BID PRICE FOR RENEWAL YEAR 2025	M T W T F	_____

**BID WITHOUT CONTAINERS FOR MUNICIPAL WASTE AND SINGLE STREAM RECYCLING**

	DAY OF WEEK	BID PRICE
THREE (3) YEAR LUMP BID PRICE FOR YEARS 2021, 2022 and 2023	M T W T F	_____
BID PRICE FOR RENEWAL YEAR 2024	M T W T F	_____
BID PRICE FOR RENEWAL YEAR 2025	M T W T F	_____

\*Please circle chosen day of week for collection.

I/We propose to collect and remove all municipal waste and single stream recycling in the Borough of Delaware Water Gap, Monroe County, Pennsylvania, for the periods indicated above and in accordance with the Bid Notice, instructions and specifications of the proposed contract.

BIDDER NAME: \_\_\_\_\_

BIDDER SIGNATURE: \_\_\_\_\_  
Representative

DATE: \_\_\_\_\_

**BOROUGH OF DELAWARE WATER GAP BIDDER'S PROPOSAL FORM**  
**Bid for leaf/yard waste collection ONLY**

**BID WITHOUT CONTAINERS FOR LEAF/YARD WASTE**

	DAY OF WEEK	BID PRICE
<b>THREE (3) YEAR LUMP BID PRICE FOR YEARS 2021, 2022 and 2023</b>	<b>M T W T F</b>	_____
<b>BID PRICE FOR RENEWAL YEAR 2024</b>	<b>M T W T F</b>	_____
<b>BID PRICE FOR RENEWAL YEAR 2025</b>	<b>M T W T F</b>	_____

**\*Please circle chosen day of week for collection.**

**I/We propose to collect and remove leaf/yard waste six times a year in the Borough of Delaware Water Gap, Monroe County, Pennsylvania, for the periods indicated above and in accordance with the Bid Notice, instructions and specifications of the proposed contract.**

**BIDDER NAME:** \_\_\_\_\_

**BIDDER SIGNATURE:** \_\_\_\_\_  
Representative

**DATE:** \_\_\_\_\_

## Questionnaire

### Borough of Delaware Water Gap Municipal Waste and Recycling

This questionnaire must be completed in its entirety by all bidders. Additional sheets may be attached to the bid if necessary. Failure to complete this form will result in the dismissal of your bid.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E Mail Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

1. What is your company's experience in the collection and disposal of municipal waste and recycling services? How many years have you been in the business?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. List the principal owners, officers, and directors, of your company, their addresses and contact information.

If a partnership, provide all names, addresses and contact information of partners.  
If a corporation, provide all names, addresses, and contact information of officers and directors.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. What similar type contracts for Municipal Waste collection and disposal, as well as Recycling or Leaf/ Yard Waste collection, does your company currently hold in Northeastern PA? List municipality, contact name, date and term of contracts. Attach additional sheets if necessary.

Municipality \_\_\_\_\_

Contact Name \_\_\_\_\_

Date \_\_\_\_\_ Contract Term \_\_\_\_\_

Municipality \_\_\_\_\_

Contact Name \_\_\_\_\_

Date \_\_\_\_\_ Contract Term \_\_\_\_\_

Municipality \_\_\_\_\_

Contact Name \_\_\_\_\_

Date \_\_\_\_\_ Contract Term \_\_\_\_\_

Municipality \_\_\_\_\_

Contact Name \_\_\_\_\_

Date \_\_\_\_\_ Contract Term \_\_\_\_\_

Municipality \_\_\_\_\_

Contact Name \_\_\_\_\_

Date \_\_\_\_\_ Contract Term \_\_\_\_\_

**Note:** If your company is awarded this contract, you will be required to provide the Borough with a list of vehicles used in collection and transportation, including make and model, year, capacity and type of body.

4. List any Notice of Violations incurred against your company by the Pennsylvania Department of Environmental Protection (DEP) or United States Environmental Protection Agency (EPA) which pertain to the type of services provided in this contract (municipal solid waste collection, hauling, waste disposal, recycling).

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5. Please list the locations for processing of recyclables if they are not taken to the Monroe County Recycling Center. Note that this contract is no longer in effect if the contractor dumps or landfills recyclables.

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6. Please list the locations for recycling, or composting of leaves/yard waste. Note that this contract is no longer in effect if the Contractor dumps or landfills leaves or yard waste.

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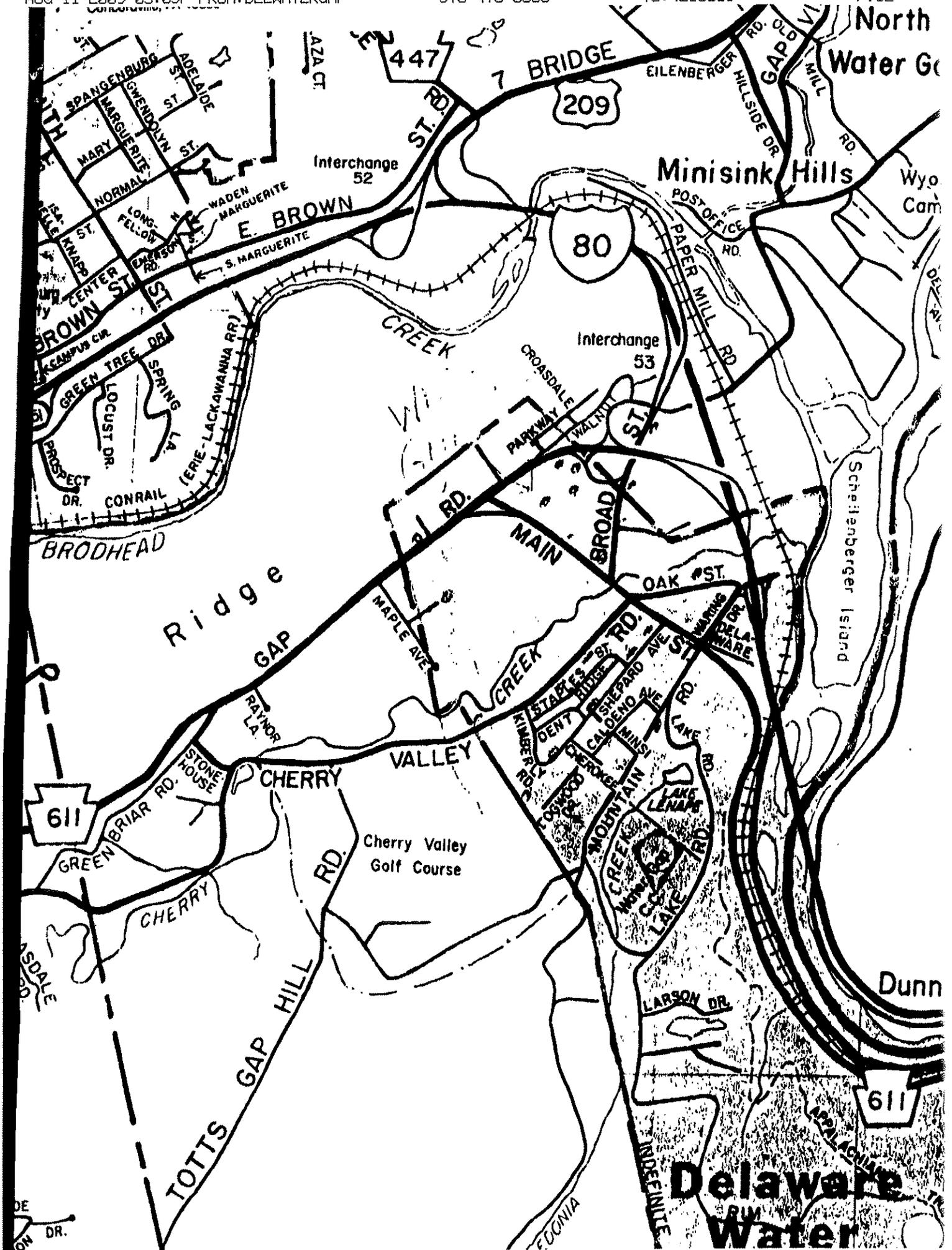
As a representative of the bidder, I hereby state that all information contained in this questionnaire is true and correct.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_



North Water Gap

Minisink Hills

Wyo Cam

Schenker Island

Dunn

Delaware Water

209

80

Interchange 52

Interchange 53

611

611

Cherry Valley Golf Course

DE ON DR.