

## SANITATION SPECIFICATIONS 2022-2025

Specification, schedules, and regulations for the collection of garbage, ashes and rubbish, recycling, shrubs, trees, weeds and grass, in the Borough of West Wyoming, PA for the time intervals of:

One year, commencing February 1, 2022

Two years, commencing February 1, 2022

Three years, commencing February 1, 2022

1. **DEFINITIONS:** the following words, when used herein, shall have the following meanings.
  - a. **COLLECTOR:** the person agreeing to collect and dispose of garbage, ashes and rubbish, recycling, shrubs, trees, grass, and weeds.
  - b. **GARBAGE:** the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food. It shall not include more than a minimum amount of free liquids. It shall not include food-processing wastes from canneries, packing plants or similar industries, nor large quantities of condemned food products.
  - c. **ASHES:** the residue from the burning of wood, coal, coke and other combustible materials for the purpose of heating and cooking. It shall not include the cinders produced in steam generating plants.
  - d. **RUBBISH:** all waste materials not included in garbage and ashes, except building rubbish from building construction or reconstruction, street refuse, industrial refuse, dead animals, abandoned large machinery or vehicles.
  - e. **SHRUBS, TREES GRASS, AND WEEDS:** all shrubs, trees, grass, and weeds which are, at the time of collection, a length no greater than 36 inches and may be placed in open containers.
  - f. **SOLID WASTE:** garbage, ashes, rubbish, shrubs, trees, grass, and weeds as herein are defined.
  - g. **PERSON:** a natural person, firm, co-partnership, association, or corporation.
  - h. **RECYCLABLES:** material having an economic value in the secondary materials market. The following materials have such economic value: aluminum cans and articles, by-metal cans, glass containers, corrugated paper (cardboard and paper

boxes), magazines, computer paper, steel cans, newspaper, colored and clear glass and paper products not chemically coated.

## 2. COLLECTOR'S RESPONSIBILITIES

- a. Collector shall make collections of solid waste from all residents in the entire Borough of West Wyoming furnishing all necessary equipment and labor to do so. Collector shall make collections from only those residents in the Borough that have complied with the ordinance regulation garbage and trash removal by either purchasing trash removal stickers or by paying by invoice (whichever is applicable).
- b. Collector agrees to collect said solid waste in the Borough of West Wyoming between 6:00am and 6:00pm on Mondays of each week and shall transport the same to an approved solid waste site and to dump and dispose of said solid waste in accordance with the regulations of the PA Department of Health and all Local, State, and Federal regulations or in accordance with the regulations of the approved solid waste disposal site which are now in existence or which may hereinafter be enacted.
- c. Collector shall make collections of recyclables from all residents in the entire Borough of West Wyoming furnishing all necessary equipment and labor to do so.
- d. Collector agrees to collect commingled recyclables and newspapers and corrugated paper in the Borough at least twice a month. Said recyclables must be delivered to an approved recycling center. They may not be land filled.
- e. Collector agrees to collect said shrubs, trees, grass, and weeds in the Borough at least twice each month commencing the first week of April and terminating the second week of November of each year.
- f. The Collector shall post a performance bond in the amount of one hundred (100%) percent of the bid, which shall remain in effect with the Borough during the entire period of the contract. Can be reduced after each contract.
- g. Collector shall have adequate equipment at all times to perform the requirements of the contract. Such equipment must satisfy the laws of the Commonwealth of PA, the ordinances of any Municipality through which the Collector passes on his way to the landfill area, and all regulations of the PA Department of Health now in effect or hereafter passed or enacted during the life of this contract. Collector warrants that he owns or will have available for the performance of this work the equipment as described in his bid submitted to the Borough.

- h. Collector agrees to accept the provisions of the workmen's compensation act of 1915 and supplements and amendments thereto and shall insure its liabilities there under or file with the Borough Secretary/Administrator a Certificate of Exemption which must be submitted at the time of the execution of the contract.
- i. Collector agrees to carry public liability and property damage insurance covering vehicles, employees and Collectors used or employed under the contract with a reliable insurance company in the following amount: Personal injury, Five Hundred Thousand (\$500,000) Dollars per person, Five Hundred Thousand (\$500,000) Dollars per occurrence; Property damage, Twenty-Five Thousand (\$25,000) Dollars . The Borough of West Wyoming is to be named insured on such policy or policies, with a Certificate of Insurance to be supplied to the Borough.
- j. The contract price shall be paid to the Collector in equal monthly installments over the life of the contract, unless Collector fails to furnish the necessary equipment to collect, transport and dispose of the refuse in the Borough on the days and time specified and provided further that each reduction in payment shall be forfeited by the Collector and retained in full by the Borough as liquidated damages. Said monthly price to be paid the following month.
- k. Should Collector fail to perform to a reasonable satisfaction of a majority of Borough Council, the Borough shall have a right to terminate the Contract by providing Collector ten (10) days written notice after adoption of resolution of council to that effect. In the event that council does so terminate the Contract, there shall be no obligation of the Borough to make payment to Collector in respect to the period following his last working day of collection.
- l. The collection of solid waste generated by commercial, manufacturing, or industrial establishments in the Borough shall not be included in this proposal.
- m. The Collector agrees that neither it nor any subcontractor shall, in the hiring of employees for the performance of work under this contract or any subcontractor hereunder, discriminate against any person by reason of race, creed, or color who is qualified and available to perform the work to which the employee relates. Neither the Collector, subcontractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color.
- n. The Collector is neither a servant, agent, employee nor workman of the Borough of West Wyoming, but will maintain the status of independent contractor throughout the time period of the contract.

- o. If any claim, demand or right, or course of action, of whatsoever kind is made against the Borough of West Wyoming arising from and by reason any bodily or personal injuries, damage to property or any consequences thereof, which are the result of any act or omission to act by the Collector, than the Collector shall indemnify and forever hold harmless the Borough of West Wyoming for any loss occasioned thereby including attorney's fees.

### **3. BIDS:**

Bidders should submit three bids. The first bid is for one-year period commencing February 1, 2022. The second bid is for a two-year period commencing February 1, 2022, and the third bid is for a three-year period commencing February 1, 2022. Each bid shall list the aggregate bid as well as a separate list with a price for the following:

- A. Price for collection of solid waste, with Collector paying all landfill fees
- B. Price for the collection of yard waste
- C. Price for the collection of recyclables
- D. Price for the Collection of Bulk Items (Flat Rate per Collection)
- E. Alternate Bid Item: Price to provide one (1) 95 gallon solid waste container and one (1) 65 gallon recycling container to each household.

**Note: The Borough's current provider reports 624 tons of garbage collected in 2020 and 297.98 Tons of Single Stream Recycling. There are between 1100 and 1200 households in the Borough.**

Sealed bids must be submitted on or before 1:00 pm on October 11, 2021 to the Town Hall. Bids will be opened at the Borough Council Meeting on October 11, 2021 at 7:00pm.

The Borough of West Wyoming reserves the right to accept or reject any or all bids on basis as council deems to be in the best interest of the Borough, subject to the regulations set forth in the Borough code.