

# **REQUEST FOR BIDS (RFB)**

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

**Bid 2023 – No. 3**

**Issued By:**

**Borough of Mount Pocono  
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 Mount Pocono will receive sealed bids for municipal solid waste collection and disposal services, curbside recycling collection and processing services; and leaf/yard waste collection and processing services at the Mount Pocono Borough Office, 1361 Pocono Boulevard, Suite 100, Mount Pocono, PA until **1 p.m. on Tuesday, January 3, 2023**. 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 at the Mount Pocono Borough Municipal Office, at the address listed above, Monday through Friday, between the hours of 8:30 a.m. and 4:30 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 Mount Pocono Borough, or a bid bond acceptable to the Mount Pocono Borough solicitor, in the amount of 10% of the three (3) year 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 three year bid. Additional details concerning this requirement are contained within the bid document.

The Bidding and Contract schedule are as follows:

Deadline to Submit Bids – **Tuesday, January 3, 2023, 1 pm, Mount Pocono Borough Building**

Bids will be opened – **Tuesday, January 3, 2023, 1pm, Mount Pocono Borough Building**

Council will award bid – **Tuesday, February 7, 2023 at 6:30pm**

Commencement of Three-Year Collection Period – **March 1, 2023**

Any questions regarding this bid proposal shall be emailed to the email address provided in the bid document. The Borough representatives will make every effort to answer all questions in a timely manner.

The Borough reserves the right to reject any or all 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.

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Attachments:  
Bidder's Proposal forms

## **1.0 GENERAL INFORMATION**

This Request for Bids (RFB) is issued by the Borough of Mount Pocono, 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 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 Mount Pocono Borough.

The Contractor or Contractors selected will be responsible for the collection and disposal of Municipal Solid Waste (MSW) collected in Mount Pocono Borough, as well as collection and processing of recyclables, as well as leaf and yard waste collected in the Borough. A Contractor may bid on all or part of this service as outlined in the bid document.

Questions:

Any questions shall be directed to:

Mount Pocono Borough – Joshua Walker, Borough Manager  
1361 Mount Pocono Boulevard, Suite 100, Mount Pocono, PA 18344  
Phone: 570- 839-8436 ext. 301  
Email: office@mountpocono-pa.gov

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.

## **1.1 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:

**Mount Pocono Borough 2023 Municipal Waste Collection and Recycling Contract:**

**Bidder's Name and Address:**

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**All bids shall be addressed to:  
Mount Pocono Borough  
Attn: Joshua Walker, Borough Manager  
2023 Municipal Waste and Recycling Contract  
1361 Pocono Boulevard, Suite 100  
Mount Pocono, PA 18344**

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

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. Mount Pocono Borough 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.

## **1.2 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 Mount Pocono 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.

## **1.3 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. Lack of competitive bids

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

This RFB includes municipal waste collection and disposal as required by Mount Pocono Borough. 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, Mount Pocono Borough will seek bids for three (3) containers of municipal waste collected weekly at curbside from each household unit and two (2) bulk items each week, along with weekly collection of single stream recycling, and seven (7) leaf/yard waste collections per year, three (3) in the spring and four (4) in the fall. There will be an annual Christmas tree collection in January. The Contractor will bid Municipal Waste and/or Single Stream Recycling options with and without containers.

Bulk items include large items such as furniture, mattresses/box springs 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. Bulk waste does not include electronics such as computers or televisions.

Each prospective bidder may bid on all options, or any combination of options, to be considered for the contract.

The following is a description of items under bid consideration:

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

Bidders are asked to provide bids for years 2023, 2024 and 2025 as a lump sum bid; with two - one (1) year options to renew for years 2026 and 2027. 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.

The successful bidder will be required to enter into and execute a written contract with the Borough incorporating the within requirements and provisions within thirty (30) days of bid award.

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 always follow safe practices 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**

Collection for municipal waste and single stream recycling will take place once per week per household unit, with the Contractor deciding in advance the most efficient collection options, days, and routing after consultation with the Borough Manager.

- Municipal waste, recycling and leaf/yard waste from Mount Pocono Borough may be collected on the same day or on a separate day.
- Municipal waste or recyclables from Mount Pocono Borough shall not be collected on the same day as any other municipality, or mixed with materials from another municipality or development, to ensure accuracy for reporting and payment purposes.

Any changes in the collection schedule must be approved by the Borough. The Contractor will collect leaves/yard waste seven (7) times each year, with three (3) collections in the spring and four (4) in the fall, as well as one (1) annual collection of Christmas trees in January.

There will be no Sunday collection of curbside municipal waste, recyclables, or leaves/yard waste. 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. On regularly scheduled Holidays, collection is deferred until the next calendar day.

**The Contractor must provide an annual notice to the residents of the Borough of Mount Pocono, with a yearly calendar depicting the weekly pickup days, leaf pickups, and Christmas Tree pickup. The notice should also include helpful hints, acceptable recycle materials, a definition and list of bulk items and contact information, including information on how to “pay your bill”. The notice can be mailed or emailed.**

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

The Contractor shall be responsible to 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 having no more than three (3) dwelling units. This number is estimated by the Borough of Mount Pocono to be approximately 945. In addition, the Contractor must collect from Planned Residential Dwellings (PRDs) as follows: Snowshoe Condominiums (52 units); Nittany Court (24 units); Fox Fire Condominiums (113 units); Oak View Condominiums (48 units); Villas of Pine Hill (20 units). This listing represents the number of PRDs estimated by the Borough as of 2022.

The Contractor will also collect from all structures owned and/or controlled by the Borough, including the Mount Pocono Borough Building and Maintenance garage along with municipal waste from the Volunteer Fireman’s carnival.



The Contractor shall not remove or transport any waste, recycling or leaves/yard waste from any businesses or industrial establishment as part of this contract.

#### **D. Disposal of Municipal Waste**

Municipal waste from Mount Pocono Borough must be disposed of **at one of the approved Landfills, per 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 bid 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 by the Contractor, Mount Pocono 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 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. 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 Mount Pocono Borough.

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

The Contractor is responsible for direct billing and collection of all charges to each individual property owner. Mount Pocono Borough will provide, to the best of its ability, the names and addresses of all residential households serviced by the contract. The Contractor is responsible to verify the list provided.

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 Mount Pocono Borough 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 and/or the billing and collection of the charges billed by the Contractor to individual property owners for the services rendered under this contract. The Contractor is also similarly responsible for any fees, damages, suits, or claims arising from the processing of recyclables or leaf/yard waste.

The contract price for the services of collection, transportation and disposal or municipal waste and recyclables shall be the fee imposed for these services covered by the contract. The Contractor shall develop appropriate mechanisms as are permitted by law for the enforcement of fee payments by households who receive services.

**The Contractor shall provide a "Quarterly Opt Out Program" to allow the household to suspend service, for residents who do not reside in the house year-round, at no cost or fee to the household. The minimum time for suspending service is a consecutive period of four (4) weeks.**

## **H. Records and Reporting**

The Contractor shall keep the following records:

Per route

- The route identification and/or street names of the run
- Number and location of stops where improperly prepared recyclables were collected

Per collection day

- Routes collected
- Number and location of stops where recyclables were rejected at the curb and the reason for the rejection
- Any other issue needing attention

Monthly Program Reports:

The Contractor shall submit 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, recycling, or leaves/yard waste.
- 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. In the case of leaf/yard waste collection, the Contractor should submit a certified scale receipt if it is available. If the yard waste is taken to a location without a scale, the Contractor should identify the location where they deposited leaves/yard waste and certify that these items were recycled/composted or land applied and not landfilled or dumped.

The Contractor must stop in the Borough offices at the end of each day or call the Borough so that any issues can be remedied in a timely manner.

### **I. Complimentary Collections from Borough Property/Annual Events**

The Contractor shall collect municipal waste and/or recyclables from the Mount Pocono Borough Building once per week on a complimentary basis. Appropriate cans will be provided to the Borough at no charge. The Contractor shall collect municipal waste and/or recyclables from the Maintenance Garage using a 6 to 8 cubic yard dumpster to be provided by the Contractor at no charge. The Borough may, upon development or construction, add buildings or recreation areas to be included for municipal waste and /or recycling collection.

The Contractor shall provide one 40 cubic yard dumpster and one 20 cubic yard dumpster to the Pocono Mountain Volunteer Fire Company at its annual carnival.

### **1.5 PRICE ADJUSTMENT Increase in Mandatory Fees**

The contractor may adjust prices only if the Commonwealth of Pennsylvania increases any mandatory fees associated with landfill disposal, such as the Recycling Fee, or other environmental fees for programs such as Growing Greener, which are funded through landfill tipping fees and may be passed on to customers.

No other changes in contract prices are permitted.

### **2.0 DESCRIPTION OF BOROUGH**

The following description of Mount Pocono Borough 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.

#### **Mount Pocono Borough:**

Mount Pocono Borough encompasses approximately 3.36 square miles with a population density of 848 people per square mile. It is located in Northeast PA in Monroe County. Since the 2010 census, Mount Pocono Borough has seen an increase in population of over 8%. The Borough's population was 3,096 (2010 census); and estimated 3,165 (2016). Mount Pocono is part of the Pocono Mountain School District.

Table I shows demographic data for Mount Pocono Borough. (Information provided by U.S Census Bureau and Mount Pocono Borough).

**Table 1 - Demographic Data – Mount Pocono Borough**

**2020 census statistics**

|                              |            |
|------------------------------|------------|
| <b>Total Population</b>      | 3089       |
| <b>Median HH Income</b>      | \$64,402   |
| <b>Median Property Value</b> | \$136,800  |
| <b>Employment Rate</b>       | 68.2%      |
| <b>% below poverty</b>       | 16%        |
| <b>Total Housing Units</b>   | 1448       |
| <b>Owner Occupied</b>        | 845        |
| <b>Renter Occupied</b>       | 410        |
| <b>Vacant Units</b>          | 193        |
| <b>Median Gross Rent</b>     | \$903      |
| <b>Homeownership Rate</b>    | 60.4%      |
| <b>Median Age</b>            | 38.5 years |
| Source: data.census.gov      |            |

**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, recycling, and yard waste 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**

|  |        |        |        |
|--|--------|--------|--------|
| Mount Pocono Borough                                     | 2019   | 2020   | 2021   |
| Mount Pocono Borough residential municipal waste tonnage | 622.94 | 784.19 | 763.51 |

|                                |                             |                              |                              |
|--------------------------------|-----------------------------|------------------------------|------------------------------|
| Curbside Recyclables (in tons) | 256.9<br>(single<br>stream) | 341.76<br>(single<br>stream) | 355.15<br>(single<br>stream) |
|--------------------------------|-----------------------------|------------------------------|------------------------------|

### **3.0 CHANGES TO THE EXISTING CONTRACT**

#### **Changes to Bidding Options**

Contractors may bid on the entire contract or provide bids for each individual portion of the contract as indicated on the Bidder’s Proposal Form. Contractors may bid on a single contract for all services; or on individual contracts for Municipal Waste Collection; Curbside Single Stream Recycling; or Leaf/Yard Waste Christmas tree collection. Contractors bidding on Municipal Waste and Single Stream Recycling 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.

### **4.0 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.

#### **4.1 HOLIDAYS**

Mount Pocono Borough will observe the following holidays: New Year’s Day, MLK Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. On these days, there will be no recycling or trash collection.

Please indicate in the bid if there will be any additional holidays that would delay pickup service for municipal waste or recycling, leaf/yard waste collection. The Borough must approve any additional holidays.

On these holidays, collections are deferred until the next calendar day. Contractors must establish a notification system to notify residents of trash pickup delays.

## **4.2 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 email for the person responsible for handling complaints or questions.

The Borough Manager 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.

## **4.3 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.

## **4.4 OWNERSHIP OF RECYCLABLES**

Recyclables placed at the curb are the property of Mount Pocono Borough 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.

## **4.5 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.

## **4.6 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.

**4.7 DEDUCTIONS FOR VIOLATION OF CONTRACT**

The Borough has a right to collect from 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 left 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 Mount Pocono Borough with required municipal waste, recycling and yard waste reports .....\$500.00
- Property damage.....Billable at 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.

**4.8 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.

#### **4.9 BID SECURITY BONDS**

A bid bond or a certified check from a secure and responsible bank made payable to Mount Pocono Borough, or a bid bond acceptable to the solicitor, in the amount of 10% of the three-year 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.

#### **4.10 PERFORMANCE BONDS**

The successful bidder shall 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.

#### **4.11 LIABILITY INSURANCE**

All insurance policies shall name the Borough of Mount Pocono, 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 \$2,000,000 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 \$3,000,000 for each occurrence and \$3,000,000 aggregate.*

## **5.0 DEFINITIONS**

**Borough** - Municipal Government of the Borough of Mount Pocono

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

**Bulk Waste**- Normal discarding of large items such as furniture, mattresses & box springs 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 or Leaf/Yard waste collection in the Borough of Mount Pocono 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, leaves/ yard waste 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 Mount Pocono Borough, 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 includes PRDs/condominiums.

**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.

## **6.0 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.

### **6.1 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.

### **6.2 CONTRACT PERIOD**

The successful bidder will be required to enter into and execute a written contract with the Borough incorporating the within requirements and provisions within thirty (30) days of bid award.

The Contract with the successful bidder will begin with the commencement of collections on January 1, 2023. The contract is for a three (3) year period with two (2) one-year extension options to renew.

### **6.3 PRICING/OPTION TO RENEW**

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

### **Increase in Mandatory Fees**

The hauler may also adjust prices should the Commonwealth of Pennsylvania increase any fees associates with landfill disposal, such as the Recycling Fee, or other environmental fees for programs such as Growing Greener, which is funded through landfill tipping fees.

No other changes in contract prices are permitted.

### **6.4 RECORDS AND REPORTING**

The 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 whether municipal waste or recycling tonnages. Reporting documents must be in a form acceptable to the Borough.

All correspondence, including reports, shall be directed to:

**Mount Pocono Borough, 1361 Pocono Boulevard, Suite 100, Mount Pocono, PA 18344**  
**Attn: Joshua Walker, Borough Manager**

**MOUNT POCONO BOROUGH  
BIDDER'S PROPOSAL FORM  
2023 BID FOR MOUNT POCONO BOROUGH  
SOLID WASTE, RECYCLING, AND LEAF/YARD WASTE COLLECTION**

**Mount Pocono Borough collection and disposal of municipal waste; and curbside collection and processing of recyclable materials including seven (7) times**

**per year collection of leaves and yard waste and one January collection of Christmas trees.**

**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. Mount Pocono Borough does not pay taxes or any additional fees.**

**The bid will include three (3) containers of municipal waste and two (2) bulk items per residential unit collected curbside each week and includes PRDs.**

**A Contractor may bid on all, or part of the bid as outlined below. Contractors must bid with and without containers for all options.**

**MOUNT POCONO BOROUGH**

**BID OPTION ONE** – Bid includes municipal waste collection; single stream recycling collection; leaf and yard waste collection; annual Christmas tree collection for years 2023, 2024, and 2025.

- A. **Three (3) year lump sum bid amount:** \$ \_\_\_\_\_  
Amount includes a container for municipal waste and single stream recycling for years 2023, 2024 and 2025. There is no container needed for leaf/yard waste.

Two (2) one-year extension amounts

2026 \$ \_\_\_\_\_

2027 \$ \_\_\_\_\_

- B. **Three (3) year lump sum bid amount without a container for municipal waste and single stream recycling:** \$ \_\_\_\_\_

Two (2) one-year extension amounts

2026 \$ \_\_\_\_\_

2027 \$ \_\_\_\_\_

Company name: \_\_\_\_\_

Contact name (please print): \_\_\_\_\_

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

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

Signature \_\_\_\_\_

**MOUNT POCONO BOROUGH**

**BID OPTION TWO – Bid includes municipal waste collection; single stream recycling collection;**

- A. **Three (3) year lump sum bid amount:** \$ \_\_\_\_\_  
Amount includes a container for municipal waste and single stream recycling for years 2023, 2024 and 2025.

**Two (2) one-year extension amounts**

**2026 \$** \_\_\_\_\_

**2027 \$** \_\_\_\_\_

- B. **Three (3) year lump sum bid amount without a container for municipal waste and single stream recycling:** \$ \_\_\_\_\_

**Two (2) one-year extension amounts**

**2026 \$** \_\_\_\_\_

**2027 \$** \_\_\_\_\_

**Company name:** \_\_\_\_\_

**Contact name (please print):** \_\_\_\_\_

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

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

**Signature** \_\_\_\_\_

**MOUNT POCONO BOROUGH**  
**BID OPTION THREE – Bid includes Municipal Waste collection ONLY**

A. **Three (3) year lump sum bid amount:** \$ \_\_\_\_\_  
Amount includes a container for municipal waste collection for years 2023, 2024 and 2025.

**Two (2) one-year extension amounts**

**2026 \$** \_\_\_\_\_

**2027 \$** \_\_\_\_\_

B. **Three (3) year lump sum bid amount without a container for municipal waste:** \$ \_\_\_\_\_

**Two (2) one-year extension amounts**

**2026 \$** \_\_\_\_\_

**2027 \$** \_\_\_\_\_

**Company name:** \_\_\_\_\_

**Contact name (please print):** \_\_\_\_\_

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

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

**Signature** \_\_\_\_\_