

Bid opening will be Thursday, August 26, 2021 at 11:00 a.m. at the Pendleton Town Hall

**BID SPECIFICATIONS FOR THE COLLECTION AND DISPOSAL OF  
GARBAGE AND WASTE AND UNIT PRICE BI-WEEKLY RECYCLING  
Town of Pendleton 1/11/21 to 1/11/25**

1. **INTENT AND PURPOSE** – It is the intent and purpose of these specifications on which bids are sought to assure the healthful and sanitary operation of the pickup and disposal of trash and garbage originated within the Town of Pendleton, Indiana.

2. This trash bid covers only residential or private dwellings, not institutions, commercial or industrial establishments.

3. **QUALIFICATIONS** – All bidders must hereunder furnish satisfactory evidence to the Town that they have operated, or are operating a service of this type and capacity for a period of time which will insure detailed inventories of their equipment and a detailed pickup schedule. **Similar municipal experience with references is required. The Town of Pendleton reserves the right to reject any or all bids.**

4. **SCHEDULE OF PICKUP** – For a period of four (4) years, beginning on the 1st day of November, 2021 and terminating on the 31st day of October, 2024, the bidder will collect and dispose of all garbage, trash, rubbish and waste, whether wet or dry, from within the corporate limits of the Town of Pendleton.

(a) The Bid will be based on 1650 private dwellings with Pickup once a week (south-half on Tuesday and north-half on Wednesday) year round. The dividing line for north and south will be State Street.

(b) The count for additional dwellings shall be done once a month by the contractor. The additional addresses from the count shall be given to the Town with the monthly count changes.

(c) The Contractor shall provide one pickup on the first Wednesday of every month for heavy Household items, such as stoves, water heaters, and other similar Household items not included in regular pickups. Items not included in heavy pickups are as follows: rocks, sod, construction materials, dead animals or animal excretion. The Contractor may require residents to notify the Contractor of heavy trash pickup by calling a phone number published by the Contractor to all residents.

(d) If it is the Contractors desire, there will be no pickups on the following holidays: New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day.

(1) The Contractor will determine when pickup shall be made in the event that the regular pickup falls on one of the aforementioned days. The residents will be notified of these pickups in local newspapers **by the Contractor.**

(e) The contractor will pick up sidewalk containers in the business area at the same time as the other pickups (approximately 20) and at the Park Community Building (approximately 5).

(f) The hours of collection will begin no earlier than 6:00 a.m. on the pickup days. Trash cannot be picked up between the hours of 6:00 to 8:30 a.m. or 2:30 to 5:30 p.m. on State Street, East Street and/or Pendleton Avenue.

(g) The day of pickup may be changed upon mutual agreement of both parties.

(h) Multi-unit dwellings with over four (4) unites shall be considered a commercial establishment and not under this bid.

5. The Contractor shall collect all garbage, trash, rubbish and waste and a continuous and uninterrupted service of collection and disposal shall be maintained, notwithstanding the weather and other adverse condition, except for any extraordinary situations in winter when travel over highways and streets is impossible.

**6. GARBAGE AND RUBBISH DEFINITIONS** – Garbage shall be limited to food wastes. Rubbish shall consist of household wastes, such as tin cans, glass, paper and other, etc. This does not include the following: rocks, sod, construction materials, dead animals or animal excretion.

**7. PLACEMENT OF REFUSE AND CONTAINER SIZE** – All trash and garbage shall be placed curbside for automated collection. **Automated collection is required. Must use a system that will not cause overhead damage to trees, lights or wires of any type.** All garbage must be placed within the Contractor supplied refuse carts. Residents will be provided with up to two 96 gallon refuse carts. **Carts must be Rehrig Pacific (universal model) or SSI-Shaefer (US systems bin model) or demonstrated equivalent quality container.** Trash carts must be set within 4 feet of the curb.

8. The Contractor shall provide a place, or places for the disposal of such garbage and waste that shall not constitute a public nuisance.

9. The Contractor shall provide all trucks and necessary equipment required to perform the obligations under this contract, and shall house the same in a suitable place where any odors shall not be offensive to the residents of the Town.

**10. DAMAGE AND LOSS TO PRIVATE PROPERTY** – Due care shall be exercised in the operation and maintenance of the trucks and equipment so as to avoid injury and damage to persons and public and private property. The trunks used for the collection of garbage shall be so constructed, or be so equipped; to keep the offensive odors down and avoid scattering

refuse or debris on streets or public or private property. In case of damage or loss to private property, the Contractor shall investigate and if at fault shall make suitable settlement with the property owner. Attention is called specifically to the rough handling of garbage cans and lids.

11. All questions or complaints shall be given proper attention within twenty-four (24) hours.

12. **INSURANCE** – The Contractor shall furnish one copy of a commercial general liability policy covering against bodily injury liability and property damage liability for not less than a combined single limit of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate limit. In addition, the Town of Pendleton shall be named as an additional insured under the Contractor’s commercial general liability policy. The Contractor shall indemnify and hold harmless Pendleton, Indiana, and any of its officers or employees from any or all suits or actions brought against it or them as a result of negligence or carelessness or other neglect toward duty or responsibility in the performance of said Contractor’s obligations under this Contract, and the use of defective or improper appliances in the performance of the same.

Contractor shall indemnify and save the Town harmless from all claims whatsoever arising out of the performance of this Contract by the Contractor or persons in his employ. At all times during the life of the Contract, the Contractor shall maintain and provide evident of workman’s compensation insurance as required by the law of Indiana as will protect the Town from any and all claims arising out of injury or death to any employee of the Contractor.

13. It is expressly agreed and understood that the Contractor in the performance of this obligation hereunder, is an independent Contractor, and the only control and direction to be exercised by the Town is merely the result to be accomplished and not as to the means and methods for accomplishing such results.

14. The Contractor shall at all times comply with all ordinances of the Town of Pendleton, the laws of the State of Indiana, and particularly such ordinances and laws pertaining to health and sanitation, and all rules and regulations of the State Board of Health and the County Health Department; and it shall be the Contractor’s responsibility to see that all measure pertaining to health and sanitation are fully carried out.

15. The Contractor bid amount for trash pickup shall be as follows:

<u>Per Resident</u>	
1 <sup>st</sup> year – \$	_____
2 <sup>nd</sup> year – \$	_____
3 <sup>rd</sup> year – \$	_____
4 <sup>th</sup> year – \$	_____
Total – \$	_____ X 1650 = \$ _____

16. **RECYCLING** – The contractor shall provide up to two 96 gallon recycling carts of a quality equivalent to the trash carts to customers requesting recycling. Smaller carts must be available if requested by customers. Recycling shall be collected bi-weekly on a day mutually acceptable to bidder and the Town. All garbage collection rules regarding holiday and weather delays shall apply. Bidder shall coordinate recycling with the representatives of the Town. The Contractor bid amount for recycling shall be as follows:

	<u>1<sup>st</sup> Cart</u>	<u>2<sup>nd</sup> Cart</u>	
1 <sup>st</sup> year – \$	_____	\$ _____	
2 <sup>nd</sup> year – \$	_____	\$ _____	
3 <sup>rd</sup> year – \$	_____	\$ _____	
4 <sup>th</sup> year – \$	_____	\$ _____	
	X 390	X 50	
Total – \$	_____	+ \$ _____	= \$ _____

The following recyclables will be accepted:

**Glass Bottles and Jars** – This includes juice bottles, syrup bottles, condiment bottles, vegetable jars, baby food jars, wine bottles, spirit bottles, beer bottles, mineral water bottles, soft drink bottles, and clear, green and brown glass.

**Plastic Products** – This includes TYPE I PETE (soft drink bottles and condiment bottles) and TYPE II HDPE (milk and juice jugs, detergent and shampoo bottles).

**Metal Products** – This includes aluminum (soft drink cans and beer cans) and steel/tin (soup cans, juice cans, vegetable cans and meat cans).

**Paper Products** – This includes newsprint, glossy inserts to newspapers, mixed paper cardboard and corrugated materials.

Proof of appropriate disposition of recycled materials consistent with industry standards must be provided.

17. The total Bid evaluation amount will be based on the total four (4) year amount in paragraph 15 added to the total amount in paragraph 16. No bid disclaimers are allowed.

18. The Contractor shall invoice monthly based on the adjusted monthly count, the *per resident* charge in paragraph 15 and the *per cart* charge in paragraph 16. No payment shall be made by the Town until sixty (60) days have elapsed following the end of the month for which the claim is presented. **AND PROVIDED, FURTHER**, on termination of this Contract, no final payment of the Contract price shall be made until after sixty (60) days. In the event there are claims filed by laborers for labor performed on behalf of the Contractor under this agreement within the sixty (60) day periods mentioned, the Town shall pay the sum out of the funds due the Contractor, which sum of sums shall be deducted from the Contract price.

Should the Contractor fail, neglect or refuse to perform any part or all the services for which he is obligated hereunder, the Town may perform or cause to be performed such necessary services in order to maintain proper health and sanitation within the Town, and any cost thereof incurred by the Town shall be deducted from payments, if any, due the Contractor. No payment shall be made to the Contractor so long as there are any deductions due and owing the Town. If there are no such payments due from which deductions can be made, then the sureties on the Contractor's Performance Bond shall promptly reimburse the Town for its costs.

19. Successful bidder shall have its performance properly secured by a bond in the sum equal to one hundred percent (100%) of the gross amount of the contract to faithfully carry-out the contract.

20. Each and every provision of law required by law to be inserted in this contract shall be read and enforced as though it were included herein; and if, through mistake or inadvertence, any such provision is not so inserted, then this contract shall be deemed physically amended to make such insertions.

21. The specifications prepared by the Town, Notice to Bidders, Contractor's Proposal, Contractor's Performance Bond, constitute a part of this contract as fully as if hereto attached or copied herein.

22. Should the Contractor fail to carry out in full his obligations hereunder, the Town may cancel and terminate this agreement by a fifteen (15) day written notice delivered by certified mail to the Contractor. Should the Town cancel this contract, the Performance Bond of the Contractor shall be forfeited as liquidated damages for the breach of the contract.

23. This contract shall not become effective until the filing by the Contractor of the Performance Bond and Certificates of Insurance as herein provided.