

March 9, 2020

INVITATION TO BID

Ladies and Gentlemen:

The Borough of Hanover is soliciting sealed bids to transport trailers, property of Hanover Borough, loaded with municipal solid waste from the Hanover Area Transfer Station, 23 Barnhart Drive, Hanover, Pennsylvania 17331, to the York County Solid Waste and Refuse Authority incinerator, 2653 Blackbridge Road, York, Pennsylvania 17402; trailers shall be emptied and returned to the Hanover Area Transfer Station, as aforesaid.

Copies of the bidding blank with specifications are enclosed. All bids must be submitted on bid blanks provided by The Borough of Hanover and accompanied by a certified check, bid bond, or cash in the amount of ten (10%) percent of the total bid price, payable to The Borough of Hanover.

Bid opening will occur at a public meeting at 10 AM on Wednesday, March 25, 2020 at the Hanover Municipal Building, 44 Frederick Street, Hanover, PA 17331. If Council deems appropriate, bid award will occur their regular meeting scheduled for 7:00 PM, Wednesday, March 25, 2020, in the Borough Council Chamber, 44 Frederick Street, Hanover, Pennsylvania 17331.

All bids must be plainly marked “**TRANSFER STATION HAULING CONTRACT**” and be submitted in sealed envelopes to the Office of the Borough Secretary, 44 Frederick Street, Hanover, Pennsylvania by no later than 10:00 AM on the date of opening.

Council reserves the right to reject any or all bids or to award as they deem to be in the best interests of The Borough of Hanover.

Truly yours,

THE BOROUGH OF HANOVER

Nan Dunford
Borough Manager

dcf

BID FORM
BIDS TO BE OPENED WEDNESDAY, MARCH 25, 2020 AT 10:00 AM

SECTION I

To the Honorable Members
Hanover Borough Council:

Ladies and Gentlemen:

I/We having read the specifications, hereby propose to furnish to The Borough of Hanover the following service all in accordance with the attached specifications for the following bid sum:

BID PRICING

Transport Hanover Borough Trailers loaded with Municipal Solid Waste from Hanover to York for period April 1, 2020 to March 31, 2022, as per bid specifications:

Cost per trip: \$ _____

(estimated number of trips from 4/1/20 to 3/31/22 is 3,980, based on average trips from the past 3 years)

Cash, certified check, or bid bond in an amount not less than ten (10%) percent of the net bid price for 3,980 trips for the period of 4/1/20 to 3/31/22 must be attached to each bid as security. This bid security shall become the absolute property of The Borough of Hanover in the event the successful bidder neglects or refuses to enter into a contract with the Borough to effect delivery of the items as bid. Such bid security will be returned to all bidders following execution of the contract by the successful bidder.

The following persons are familiar with the work and general qualifications of the bidder:

NAME

ADDRESS

BUSINESS

The bidder has successfully completed the following described projects of a similar character:

<u>YEAR</u>	<u>CONTRACTED WITH</u>	<u>DESCRIPTION OF PROJECT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

It is understood and agreed that bid prices shall hold firm for not less than sixty (60) days for all items.

It is also understood and agreed that Hanover Borough Council may reject any or all bids or may award the contract at the bid price as quoted as in the sole judgment of the Hanover Borough Council would be to the best interests of The Borough of Hanover:

DATE

NAME OF BIDDER

TELEPHONE NO. OF BIDDER

BY

SIGNATURE OF BIDDER

EMAIL ADDRESS OF BIDDER

ADDRESS OF BIDDER

CITY AND STATE

SECTION II
INSTRUCTIONS TO BIDDERS

2.01 **EXPLANATION TO BIDDERS**

Any explanation regarding the meaning or interpretation of contract drawings, specifications, or other contract documents must be requested in writing, with sufficient allowance of time for receipt of reply (Must be received by the Manager at least five (5) days prior to the date fixed for opening of bids). Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all prospective bidders of record, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

2.02 **BIDDER'S UNDERSTANDING**

It must be understood and agreed that the contractor has, by careful examination, satisfied himself as to the location and nature of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in anyway affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of The Borough of Hanover, either before or after the execution of this contract, shall affect or modify any of the items or obligations herein contained.

2.03 **CONTRACTOR'S RESPONSIBILITY**

The contractor shall give his personal attention to the work and vigorously prosecute the same as rapidly as is consistent with quality work. At all times during the progress of the work, either he or his duly specified representative shall be in charge of the work, and all instructions shall be given to that person. The contractor shall agree that any payment on account of the contract shall not be construed as an acceptance of defective work

2.04 **INTENT OF PLANS AND SPECIFICATIONS**

All work that may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be executed and furnished by the contractor as if described in both specifications and plans; and should any work or material be required which is not denoted in the specifications or plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the contractor is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if they were specifically delineated or described.

2.05 **BID SECURITY**

Cash, certified check or bid bond drawn to the order of The Borough of Hanover in the amount of not less than ten (10%) percent of the total bid shall accompany each individual proposal. All bids must hold firm for a period of not less than sixty (60) calendar days.

2.06 **CONTRACT**

The successful bidders will enter into a written contract, the form of which is on hand in the Borough Secretary's office within fifteen (15) days after the award of said contract.

2.07 PERFORMANCE AND LABOR AND MATERIALMAN'S BONDS

Within 20 days of the award, the successful bidder must furnish at his own expense a standard guaranty bond for the faithful performance of the contract, which bond shall include a guaranty of payment of all labor and materials required for the project. This bond shall include complete indemnification against any or all damages which the Borough may sustain by reason of any trouble directly or indirectly traceable to the execution of the contract. The bond shall be in such form as the Borough Solicitor may prescribe, with corporate security as he may approve, and shall be for the principal sum of the amount of the contract price.

2.08 WORKMEN'S COMPENSATION INSURANCE

The contractor shall, at his own expense, maintain such insurance as will protect him from claims under the Workmen's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under his contract, whether such operations are by himself or by a subcontractor, or by anyone directly employed by either. Certificates of such insurance shall be filed with the Borough, and shall be subject to its approval for adequacy of protection.

2.09 CONTRACTOR'S LIABILITY INSURANCE

The contractor must assume entire responsibility for all damage to property, which may be caused by this work. He must also assume all liability for accidents or injuries to persons, which may be caused by the work. The Borough shall not be responsible for any claim arising from any cause due to the execution of this contract. The contractor shall carry public liability insurance with limits of \$100/\$300,000 and property damage insurance with limits of \$2,500,000 which insurance shall name The Borough of Hanover as an additional insured. Certificates of such insurance shall be filed with the Borough.

2.10 COMPLETION GUARANTEE

Unless prevented by Acts of God, strikes, riots, civil commotion, or other factors beyond the contractor's control, the contractor shall begin this project no later than April 1, 2020. If work is not begun by this date, the Borough shall have the right to see to it that the work is completed at the expense of the contractor or his surety.

2.11 EXPERIENCE AND REFERENCES

Every bidder is required to insert on the standard bidding blank the requested information regarding projects of a similar character and references. This will permit the Hanover Borough Council to judge his responsibility, experience, and workmanship. The Borough Council reserves the right to reject as not responsible any bidder whose responsibility, experience and workmanship would appear not to meet the performance standards of good contract compliance.

2.12 PAYMENT

At intervals of once a month after the inception of the contract the contractor may submit a bill to The Borough of Hanover for payment.

2.13 BOROUGH TAX EXEMPTION

The Borough of Hanover is exempt from all State and Federal taxes.

2.14 PREPARATION OF PROPOSAL

- A. Proposals shall be submitted on the forms attached to this document (proposal forms shall not be removed from this document), and must be signed by the bidder or his authorized representative. The person signing the bid shall initial any corrections to entries made on bid forms. Bids must be prepared in ink.
- B. Bidders must quote on all items appearing on the bid forms under any one (1) contract unless specific directions allow for partial bids. Failure to quote on all items under any one (1) contract may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "on bid" where appropriate.

- C. Alternative bids will not be considered unless specifically called for.
- D. Bids must be submitted in sealed envelopes bearing on the outside, the name of the bidder, his address and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the proposal and marked as designated above, must be enclosed in another envelope, addressed as specified in the proposal form and sent preferably by registered mail.

2.15 RECEIPT AND OPENING OF BIDS

Bids shall be submitted prior to the time fixed in the advertisement. Bids received after the time so indicated will be returned unopened.

2.16 WITHDRAWAL OF BIDS

Bids may be withdrawn upon written request of the bidder at any time prior to the day fixed in the advertisement for the bid opening, otherwise bids may be withdrawn only pursuant to the Bid Withdrawal Act, 73 P.S. Section 1601 et seq.

2.17 PRESENCE OF BIDDERS AT OPENING

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representative.

SECTION III
GENERAL REQUIREMENTS

Contractor's vehicle must be equipped with the proper hydraulic system to transport and empty a Peabody Galion E-Z Pack Model Number TTH75B transfer trailer.

It is the contractor's responsibility to insure that his vehicle and the Borough's trailer conform to all state and local weight limits while being transported in tandem.

The contractor will be responsible for acquiring all State, County, and local permits required for the hauling of municipal solid waste in York County and Pennsylvania required by the York County Solid Waste and Refuse Authority and the Pennsylvania Department of Environmental Resources for their vehicles. The Borough of Hanover will provide same for the trailers and have the proper signage on the trailers.

The trailers must be delivered to the York County Solid Waste and Refuse Authority incinerator, 2453 Blackbridge Road, York PA 17402 between the hours of 6:00 a.m. and 4:00 p.m., Monday through Friday, and 6:00 a.m. to 12 Noon on Saturdays, or at the request of the Transfer Station Supervisor.

The trailers may be picked up at the Hanover Area Transfer Station, 23 Barnhart Drive, Hanover, PA 17331 6:30 a.m. to 3:30 p.m., Monday through Friday, but must be taken frequently enough to provide adequate and timely empty trailers but not less than four (4) to six (6) trailers per day or the amount of trailers needed to keep the facility open and operating for use by the Transfer Station during its operating hours, Monday through Friday, 7:00 AM to 2:30 PM and an occasional Saturday at the discretion of the Transfer Station Supervisor.

In the event of a traffic accident or accidental spill, the contractor is responsible for all cleanups necessitated by the accident and must insure the disposal of the refuse at the York County Solid Waste and Refuse Authority incinerator.

It is the contractor's responsibility to inspect the Borough's trailers to insure they are in safe operating condition. The Borough should be notified of any problems so they can be corrected by the Borough.

The contractor shall meet all applicable Drug and Alcohol Test requirements for Commercial Driver's Licenses under State and Federal laws.

HISTORY OF HAULING TRIPS TO INCINERATOR

	2017	2018	2019
January	124	152	154
February	107	143	128
March	132	152	148
April	140	160	203
May	165	196	212
June	170	198	177
July	154	187	179
August	184	190	192
September	171	156	170
October	179	188	183
November	163	176	173
December	146	155	163
Total	1835	2,053	2,082

= AVERAGE PER YEAR: 1,990 TRIPS