BIDDING DOCUMENTS

FOR

SUPPLY OF TRASH BAGS FOR CARLISLE BOROUGH TRASH COLLECTION PROGRAM

Contract No. BOC 14-19

Owner: Borough of Carlisle
        53 West South Street
        Carlisle, PA 17013

Owner’s Representative: Mark Malarich, P.E.
                        (717) 240-6932
                        Email: mmalarich@carlislepa.org
NOTICE

The Borough Council of the Borough of Carlisle, Cumberland County, Pennsylvania, 53 West South Street, Carlisle, PA 17013, will accept sealed proposals until 1:30 p.m., prevailing time, Tuesday November 5, 2019 for the following:

SUPPLY OF TRASH BAGS FOR CARLISLE BOROUGH TRASH COLLECTION PROGRAM

The Borough is seeking proposals from qualified companies to supply drawstring Trash Bags for the Borough’s pay-as-you-throw program in accordance with the attached specifications, terms and conditions. Prospective bidders are advised to read this information over carefully prior to submitting a bid. All bids shall be properly executed in ink without alterations and shall be complete. All bids must be accompanied by a certified check or bid bond for ten percent (10%) of the bid. Specifications and bid forms may be obtained at no cost from the offices of the Borough of Carlisle’s Finance Director at the address above from 8:00 a.m. to 4:00 p.m., Monday through Friday, except holidays.

Bid Proposals will be opened at 1:30 p.m. on Tuesday November 5, 2019 at the offices of the Borough of Carlisle. Unless all bids are rejected, the lowest responsible bidder may be selected at a public meeting of the Borough Council to be held Wednesday, November 6, 2019 at 6:00 p.m. at the offices of the Borough of Carlisle noted above.

Borough Council reserves the right to reject any or all bids or parts thereof and to waive any defects or irregularities in the best interest of the Borough.

Borough of Carlisle
Susan Armstrong, Borough Manager
INFORMATION AND INSTRUCTIONS TO BIDDERS

1. All proposals must furnish services, products and/or materials in strict compliance with those dimensions, quantities and other requirements as noted in the Specifications attached hereto. Under no circumstances will any services, products or materials be accepted that are different from or in substitution of or for those items and components described in the Specifications.

2. All bids shall be made upon the forms supplied by the Borough of Carlisle (the “Borough”) and mailed via U.S. Postal Service or recognized national courier service to Borough of Carlisle, 53 West South Street, Carlisle, PA 17013 or by hand delivered to the Office of the Borough Manager at the above address only between the hours of 8:00 a.m. and 4:00 p.m. weekdays. Sealed bids shall be received in the Office of the Borough Manager up to 1:30 p.m., prevailing time, Tuesday November 5, 2019. The bid must be properly sealed in an envelope and clearly marked with “Bid: Carlisle Borough Trash Bags” on the envelope. The bid must include the complete set of Contract Documents with the completed, notarized non-collusion affidavit, bid security and Bid Proposal Forms completed and containing original signatures.

3. All bids shall give the proposed price both in words and figures and shall be signed by the Bidder with full name and address. Where bidder is a partnership, the name and address of each partner shall be stated in full and, if a corporation, the state where incorporated.

4. The Borough Council of the Borough of Carlisle reserves the right to reject any and all bids, to accept or reject any part of a bid, to waive any informalities and minor irregularities in the bids and to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its terms.

5. Bids which contain erasures, alterations, conditional bids, omissions or irregularities may be rejected.

6. The successful bidder agrees, if selected, to furnish evidence of required insurance and furnish the executed Agreement within 10 days of notice of intention of award by the Borough of Carlisle.

7. The successful bidder shall not assign its rights under the bid awarded, in whole or in part, without the prior written approval of Borough Council, which permission can be withheld in Council’s sole discretion.

8. All bids shall be accompanied by a bid bond in the same form attached hereto or certified check made payable to the Borough of Carlisle in the amount of ten percent (10%) of the bid. In the event any bidder shall, within 10 days’ notice from the Borough of its intention to award the contract, fail to provide completed payment and performance bonds in the same forms provided in these Contract Documents, evidence of required insurance and the executed Agreement, the bid security provided by that bidder by certified check or bid bond shall be forfeited to the Borough as liquidated damages.

9. In accordance with the Pennsylvania Anti-bid Rigging Act that became law on October 23, 1983, the Borough requires each bidder to complete and return the Non-Collusion Affidavit. The Affidavit is to be completed as follows:
A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

B. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself/herself that each statement is true and accurate, making diligent inquiry as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

C. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.

D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.

E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

10. All materials or products shall be delivered at the successful bidder’s expense, free of any liens, encumbrances and security interests.

11. The successful bidder is responsible for being familiar with and to know the location, means of access and all other features and conditions necessary for the successful bidder to make timely delivery of any materials or products. All costs and expenses of delivery of every kind, type or nature shall be the responsibility of the successful bidder. The successful bidder, its agents or representative shall be responsible for securing and properly delivering all items and components in accordance with all federal, state and local laws, regulations, codes and ordinances.

12. Any bids received after the deadline by which they are to be received are late bids. Such late bids will not be considered, but will be held unopened until the time of award and then returned to the bidder. No responsibility will attach to the Borough of Carlisle for the premature opening of, or the failure to open, a bid not properly addressed and identified. Bids may be withdrawn by written request received from the bidder prior to the time fixed for opening.

13. The successful bidder warrants and guarantees to the Borough that all materials and items supplied will be new, of good quality and free from faults or defects. All defective items as ascertained by the Borough shall be replaced to the satisfaction of the Borough prior to payment to the successful bidder.
14. The Notice, Information and Instruction to Bidders, Non-Collusion Affidavit, Bid Proposal, Bid Bond or certified check deposit, the Agreement and Specifications shall constitute the “Contract Documents”, the terms of which shall constitute a binding contract with the successful bidder.

15. **Conflict of Interest Notice and Responsibilities.** A conflict of interest may take various forms but exists if a significant financial interest or other opportunities for tangible personal benefit may exert a substantial improper influence upon an employee, contractor or professional. A conflict of interest may exist when there is a divergence between private interests of an employee, contractor or professional and his, her or its obligation to the Borough such that: (i) a reasonable and independent observer might rationally question whether the employee’s professional responsibility might be influenced by considerations of gain or financial interest for either the employee, contractor or professional or their family or for other parties; or (ii) a reasonable and independent observer might rationally conclude that the conflict of interest undermines the integrity of any business of the Borough. A conflict of interest encompasses not only situations that are in fact improper, but also situations where a reasonable and independent observer might rationally observe the appearance of impropriety. This includes any potential conflicts of interest that are yet unrealized or that may be perceived by others to be conflicts of interest. For purposes of this notice, the family of any employee, contractor or professional shall include his or her spouse or companion, his or her siblings and their spouses or companions and his or her descendants and their spouses or companions. **All bidders must provide with the bid a listing of current or potential conflicts of interest with respect to providing goods and/or services to the Borough of Carlisle as contemplated by this project.** The successful bidder shall provide notice to the Borough of any actual or potential conflicts of interest that exist or arise in the course of providing goods and/or services to the Borough of Carlisle.

16. The Borough reserves the right to revise or amend any plans or specifications prior to the date scheduled for bid opening. In the event plans and/or specifications are revised or amended, such revisions or amendments will be provided by use of an addendum which will be provided to all prospective bidders.

17. The successful bidder shall supervise and direct the work efficiently and with its best skill and attention. The bidder shall be solely responsible for the means, methods, techniques, sequences and procedures of work and shall be responsible to see that the finished work complies with the Contract Documents.

18. The successful bidder shall be fully responsible for all acts and omissions of its subcontractors and of persons and organizations directly or indirectly employed by them. Nothing in the Contract Documents shall create any contractual relationship between the Borough and any Borough agent or employee and any subcontractor or other person or organization having a direct contract with the successful bidder, nor shall it create any obligation on the part of the Borough or any Borough agent or employee to pay or to see to the payment of any monies due any subcontractor or any person or organization working for the successful bidder.

19. The Borough may, at any time or from time to time, order additions or revisions in the work. These changes will be authorized by Change Order to be executed in writing between the Borough and the successful bidder prior to any changes or revisions to the work being initiated.
20. The successful bidder shall, as a condition of award of the contract, provide evidence of the following insurance coverage, which insurance coverage shall be maintained during the course of work on the project:

A. Commercial General liability - $1,000,000 per occurrence and $3,000,000 in the aggregate;

B. Workers’ Compensation, in statutory limits required by Pennsylvania;

Each policy shall be endorsed to provide the Borough with 30 days’ notice of cancellation and the Borough shall be listed as an additional insured for all insurance noted above except for workers’ compensation insurance.


Any steel products used or supplied in performance of the Contract Documents or any subcontracts shall be from steel made in the United States.

22. The successful bidder shall insure, indemnify and hold harmless the Borough and its Council members, officers, employees, appointees and agents from and against any and all claims, suits, causes of action, losses, expenses and liabilities of any kind or nature, including attorney’s fees (and any attorney’s fees incurred in enforcing this provision) in any way arising or resulting from or in any way related to negligent, reckless and/or intentional acts by the successful bidder in providing services to or for the Borough under the Agreement and Contract Documents, including, but not limited to, claims, losses, fines, damage to property and bodily injury or death to persons. This provision will survive termination or expiration of the Agreement.
NON-COLLLUSION AFFIDAVIT

Project: CARLISLE BOROUGH TRASH BAGS

State of __________________________)  
County of _________________________)  
S.S.

I state that I am ______________________ of ________________________  
(Title)  (Name of Firm)  

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other noncompetitive bid.

(5) ____________________________________________,  
(Name of Firm)  

its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that ____________________________________________ understands  
(Name of Firm)  

and acknowledges that the above representations are material and important, and will be relied on by the Borough of Carlisle in awarding that contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated
as fraudulent concealment from the Borough of Carlisle of the truth relating to the submission of bids for this contract.

Signature: __________________________________________

Name:
Position/Title:

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _______ DAY
OF _________________. 20___

______________________________
Notary Public

Notary Seal:

NOTE: The above Notary’s acknowledgment must be completed, signed and Notary seal placed.
BID PROPOSAL

Proposal of ______________________________________ (hereinafter called "Bidder"), organized and existing under the laws of the State of _________________________________, doing business as ______________________________________________________________.

In compliance with your Notice, Bidder hereby submits this proposal for:

CARLISLE BOROUGH TRASH BAGS

in strict accordance with the Contract Documents, within the time and conditions set forth therein, and at the price(s) stated below. By submission of this Bid Proposal, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bid quotation must be made both in figures and words.

SCHEDULE OF QUANTITIES, PRICES AND TOTAL BID
CONTRACT BOC 14-19
CARLISLE BOROUGH TRASH BAGS

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Written Unit Price</th>
<th>Unit Price Per Bag</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drawstring – Trash Bags, Orange, Printed in white lettering</td>
<td>600,000</td>
<td>$__________________</td>
<td>$__________</td>
<td>$____________</td>
</tr>
</tbody>
</table>

Respectfully submitted:

_________________________________________________________________________

By ________________________________________________________________________

________________________________________ (printed)

Title: ____________________________________________________________________
Communications concerning this Bid Proposal shall be addressed to:

Address: ______________________________________________________________

Phone/Email: __________________________________________________________

If Bidder is:

An Individual:

By_______________________________________________________(SEAL)

(Individual’s Name)

Doing business as _________________________________________________

Business Address: _________________________________________________

Phone No.: _________________________________________________________

A Partnership:

By_________________________________________________________(SEAL)

(Firm Name)

______________________________________________________________

(General Partner)

Business Address: _________________________________________________

Phone No.: _________________________________________________________
A Corporation:

By: _____________________________(SEAL)
   (Corporation Name)

_______________________________________________________
   (State of Incorporation)

By: _____________________________(SEAL)
   (Name of Person Authorized to Sign)

_________________________________________
   (Title) (Corporate Seal)

Attest: _______________________________________
       (Secretary)

Business Address: __________________________________________

_________________________________________

Phone No.: __________________________________________

A Joint Venture:

By: _____________________________(SEAL)
   (Name)

Address: __________________________________________

_________________________________________

By: _____________________________(SEAL)
   (Name)

Address: __________________________________________

_________________________________________
THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE BID SUBMISSION

1. Does the bidder manufacture the proposed bags (Yes/No)? ______________

2. If the bidder is not the manufacturer, indicate the name and address of the manufacturer:
________________________________________________________________________

3. Percentage of recycled material, if any, used in the manufacture of proposed bag: __________%.

4. List any exceptions to requirements as specified in this document (attached separate sheets as needed).
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ________________

_____________________________________________________________________________,
as Principal, and _______________________________________________________________,
as Surety, are hereby held and firmly bound unto the Borough of Carlisle, Cumberland County, Pennsylvania, as Owner, in the sum of ______________________ ($________________) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, to deliver:

CARLISLE BOROUGH TRASH BAGS

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver an agreement in the form required by the Contract Documents (properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.
IN WITNESS WHEREOF, this instrument is executed this the _________ day of ______________________, 20 ____________.

Principal

By

Title

Address Attest: ______________________ (SEAL)

Witness:____________________________

Surety

Attorney-in-fact*: ______________________

By

Address Attest: ______________________ (SEAL)

Witness:____________________________

*Power of attorney must be attached.
SPECIFICATIONS

1.01 GENERAL INTENT

It is the intent of these specifications to describe the characteristics of the plastic drawstring trash bags the Borough of Carlisle will purchase over the course of the Contract. The Borough expects the Contract and delivery period will expend over several years.

1.02 SPECIFICATIONS

Dimensions – 35” x 35.5” plastic, drawstring trash bags, minimum of 2.0 mils thick. Bags less than 2.0 mils thick will not be considered for this contract. Please do not submit them for consideration. Any company that does not submit a sample bag for our inspection will be automatically disqualified. Each bidder shall submit their volume calculation based on their bag size that demonstrates the bags bid meet the minimum 35-gallon size requirement. The 35-gallon bag capacity shall be the bag’s capacity when tied with the incorporated drawstring closure. It is also important to our customers that the bag fit into a standard 30-gallon container.

Bags shall have drawstring closure, with a flat, sealed bottom. Bags shall be produced using “a Functional Embossing Process” that utilizes honeycomb, diamond or some other similar design that promotes increased bag strength. The design will be evaluated upon review of the sample submitted with the bid.

Bags shall be free of any unmelted polymer or impurities which would cause a weakness or a material odor. Bags shall have no odor.

In addition to the required information in Section 1.02 and other sections herein, each vendor shall provide documentation of the following specifications for the bags which they bid:

1. Tensile strength/elongation at break—(Minimum requirement: 4,000 psi (each direction)
2. Tear strength—(Minimum requirement: 300 gms. MD and 500 gms. TD)
3. Impact strength—(Minimum requirement: 300 gms.)
4. Tear strength of the drawstrings.
5. Drawstring closure

These specifications will be used in evaluating the bids received. The figures provided will become part of the specifications for any awarded contract; and, any bags received during the contract period which do not meet these specifications will be returned at the supplier’s expense for a full refund. Bags returned will need to be replaced within ten (10) days of rejection.

Color--Orange, deep tone color, semi-opaque (very lightly tinted or transparent bags are not acceptable). Each bag shall be imprinted in white with the words "Help Keep Carlisle Clean" (minimum 2 inch letter height). The Borough of Carlisle reserves the right to change the color of the bag during the term of the contract.

Quantity--Bidders shall quote a price for 600,000 drawstring bags to meet specifications to be delivered in separate shipments as determined by the Borough of Carlisle. Bags will be purchased over a two (2) year period or until the total specified bag amount has been purchased. Bags may be rolled on sturdy hollow
tubes (at least ¼ inch thick that will not crush with the weight of the bags) in a standard quantity of 150 or 200 bags per roll. Each roll shall be packaged in a sturdy cardboard box. The bag attached to the roll must be able to be removed easily without tearing. As an alternative, bags may be rolled in sleeves of 10 with 20 packages in a 200 bag carton.

1.03 SAMPLE

Each bidder must submit at least one (1) complete sample bag with their bid response. The sample should be the exact replica of the bag that is being bid (with the exception of the required color and wording).

1.04 EXCEPTIONS

Each bidder shall state exceptions to the specifications listed. All exceptions to these bid specifications shall be stated on a separate page, titled “Exceptions” and attached to your bid. The Borough retains the right to examine the exceptions and to accept or reject any bid with exceptions. 

Bidders may not take exception to the 2.0 mil thickness or drawstring requirement.

1.05 DELIVERY

Delivery of ordered bags shall be made to the Carlisle Borough Public Works Garage located at 7 East Garland Drive, Carlisle, PA 17013. Bags must be delivered within 30 days of being ordered. The Borough anticipates ordering bags on a quarterly basis in shipments ranging from 50,000 bags to 100,000 bags. The first order will be placed upon execution of the agreement for the amount of 90,000 bags. Deliver to the Borough Public Works Garage of the initial order must be by December 13, 2019.

1.06 REFERENCES

Bidders must include three references, which are currently using the bags bid, indicating the reference name, address, telephone number, and contact person. Bidders shall state the name & address of the bag manufacturer on the bid form. Bidders shall be prohibit from changing the stated manufacturer without prior written approval of the Borough of Carlisle.

Bidders shall not have had prior judgements, current litigation against, or bankruptcies in the past two years.

1.07 BID PRICE AND AWARD

Bidders shall quote a price per bag as well as total price. The bid award shall be based on the total price. The Borough retains the right to award the contract for any options or exceptions submitted. The Borough further reserves the right to utilize past performance, experience, and references for the successful award and completion of this contract. Bid prices shall include all costs including bonds, delivery, items specified and any other costs associated with the provisions of these subsections and be firm for the entire purchase of 600,000 bags.