

**YORK TOWNSHIP
YORK COUNTY
PENNSYLVANIA**

For the weekly collection, transportation and disposal of residential solid waste, one large item, recyclables and monthly collection, transportation and disposal of yard waste collected within the corporate limits of York Township, York County, Pennsylvania, and the sale of extra bags, for the term of forty-eight (48) months beginning July 1, 2018, and ending June 30, 2022. This contract will be awarded in accordance with the following documents:

1. Legal Notice
2. General Explanation of Bidding Procedures and Alternatives
3. General Requirements and Conditions for Bidding
4. Description of Bid Items
5. Scope of Work and Specifications
6. Proposal Form
7. Contract
8. Non-Collusion Affidavit
9. Performance Bond
10. Bid Bond, Cashier's Check, or Certified Check
11. York Township Municipal Solid Waste and Recycling Ordinance

Before bidding, all Contractors are requested to carefully read and thoroughly familiarize themselves with the above documents.

NOTICE TO BIDDERS
RESIDENTIAL GARBAGE AND RECYCLING COLLECTION CONTRACT

York Township, York County, PA will accept sealed bids for the weekly collection, transportation and disposal of residential solid waste, recycling, extra bags and monthly collection of yard waste in the Township. Contract period will run from July 1, 2018, to June 30, 2022. Sealed bids are due by 10:00 a.m., Monday, February 12, 2018, and will be immediately opened afterward. Bids may be awarded at the March 13, 2018, Board of Commissioners meeting or subsequent meetings. Sealed bids on Township forms should be sent to the Township Manager, 190 Oak Road, Dallastown, PA 17313.

Specifications may be obtained at the Township Administration Building at 190 Oak Road, Dallastown, PA 17313 during regular business hours, 8:00 a.m. to 4:30 p.m. or at www.yorktownship.com.

Gary Milbrand, P.E., CFM
Township Manager

Collection Monthly Yard Waste

Bid Item No. 3

Yard Waste Collection. Placed at the curbside for pickup monthly. Contractor shall provide specific dates for collection. (Collection will be as follows: Monthly, excluding February and December, with two (2) pickups in November and April). Yard Waste is defined as material consisting of tree limbs, bushes, brush trimmings and Christmas trees. Except for Christmas trees, the material must be placed in biodegradable Kraft bags, placed in an open 32 gallon container or bundled in lengths of not more than four (4) feet long that weigh less than 50 pounds. Grass clippings and leaves are excluded. Yard waste shall not be placed in mobile carts.

Mobile Refuse Cart Rentals

Bid Item No. 4

Mobile Refuse Cart. Contractor shall be required to provide to customers the option to rent a 96 gallon Mobile Refuse Cart for the collection of non-recyclables.

The Township Manager or his representative will meet with any prospective bidder prior to bidding to ensure full understanding of general requirements and conditions for bidding, the scope of work and specifications, the alternative proposals, and any required submittal.

A mandatory prebid meeting shall be held at the York Township Municipal Building, 190 Oak Road, Dallastown, Pennsylvania, on **Wednesday, January 10, 2018, at 10:00 a.m.** Failure to attend the mandatory bid meeting may be grounds for the rejection of any bid.

GENERAL REQUIREMENTS AND CONDITIONS FOR BIDDING

1. Bids shall be in sealed, opaque envelopes addressed to the Township Manager, York Township, 190 Oak Road, Dallastown, PA 17313 and be clearly marked on the outside of the envelope "Solid Waste and Recycling Bid." Bids shall be delivered to the Township Office no later than 10:00 a.m., Monday, February 12, 2018.

The deadline for bidding will be strictly adhered to by the Township and any bids received after the above stated time will not be opened or considered by the Township.

Bid opening will take place at 10:00 a.m. on Monday, February 12, 2018, at the Municipal Building located at 190 Oak Road, Dallastown, Pennsylvania 17313.

Bids may be awarded at the Tuesday, March 13, 2018, meeting of the York Township Board of Commissioners.

2. All bids shall be complete and submitted on forms provided by the Township. No extraneous advertising materials shall be included. A complete bid shall include the following documents fully completed and executed:

- a. Proposal form
- b. Bid Bond, Certified Check or Cashier's Check
- c. Non-Collusion Affidavit
- d. Financial Statement
- e. Disposal Acceptance Letter
- f. Executed addenda, if any

3. All documents pertaining to the bidding shall be in ink or typed and must be signed by the bidder with his full name and address. If the bidder is a partnership or corporation, the bid documents must be executed by the authorized and appropriate officers of the partnership or corporation, with the title of the officer clearly stated.

Email, fax or digital versions of contract proposal submission and/or related documents will not be accepted by the Township.

4. Each bid must be accompanied by a Bid Bond, Certified Check or Cashier's Check payable to the order of York Township in the sum of One-Hundred Thousand (\$100,000.00) Dollars to ensure good faith bidding. Only one Bid Bond is required to be submitted. The above mentioned Bid Bond, Certified Check or Cashier's Check shall be forfeited to the Township in the event that the bidder neglects or refuses to enter into a contract within thirty (30) days of notice of award and to give bond or check as hereafter specified, not as a penalty, but as agreed upon just and liquidated damages for delays and additional costs or expense incurred by the Township owing to the failure to accept the award and execute the contract and give bond or check as required. The Bid Bond, Certified Check or Cashier's Check of the unsuccessful bidders will be returned after the

contract is awarded and the Bid Bond, Certified Check or Cashier's Check of the successful bidder will be returned after the execution of the contract and bond.

5. The successful bidder shall, within thirty (30) days of the date notified by the Township of the award of the contract, execute the contract documents and file with the Township all documents required to be provided by the Contractor as part of the execution of the contract, including, but not limited to, Performance Bond, Certificate of Insurance, and Affidavit accepting provisions of the Worker's Compensation Act.
6. Each proposal must be accompanied by a full and complete statement of the financial condition of the bidder, under notarized oath, or completed by an independent certified public accountant. The financial statement shall be the most recent statement completed for the company, firm or corporation.
7. All bids shall be effective and valid for sixty (60) days from the date that the bids are opened.
8. The Township reserves the right, in its sole discretion, to award the contract for a base term of four years. The Township will determine who is the lowest responsible bidder for the four year options upon the basis of the bids submitted for Bid Items 1, 2, and 3 and reserves the right to reject any or all bids, and may re-advertise if that is in the best interest of the Township. The Township may waive technical defects if in its judgment it is in the best interests of the Township.
9. No proposal will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with the Township within the previous five (5) years or who has conclusively shown to have failed to perform satisfactorily under such a contract or agreement. Such determination shall be made at the sole discretion of the Board of Commissioners. The Township reserves the right to reject any bid from any person, firm or corporation who can be demonstrated to be not responsible or not having the ability to perform the work under the contract.
10. Proposals or bids which contain erasures or alterations, conditional bids, omissions or irregularities of any kind, may be rejected as informal.
11. It is the bidder's responsibility to fully familiarize himself with all of the requirements of the bidding and contract documents, applicable ordinances of the Township (which is provided) and applicable State and Federal laws and regulations. The bidder shall also be responsible to familiarize himself with the Township in terms of difficulty of solid waste collection routes, number of households, volumes of solid waste and locations of facilities important to carrying out the requirements of the contract. The bidder's lack of familiarity with all aspects of the contract documents and the Township shall, in no way, diminish his responsibility to perform the contract in a manner which meets all of the terms and requirements of the contract documents.

12. The Township estimates that there will be 7700 total single family and multi-family residential housing units in the Township involved in the contract for the first year of the contract. The calculation is only an estimate. The Township makes no representation or warranty as to the accuracy of this estimate and hereby discloses that it has been estimated based on unaudited and unverified information. The actual number of residential housing units for which a service must be provided could be more or less. It is the sole duty and responsibility of the bidder to determine the actual number of residential units. However, 7700 units shall be used to calculate the bids, bid bonds and performance bonds.
13. During the term of the contract, the Contractor shall be required, at no cost to the Township, to collect, transport and dispose of all solid waste and recyclables collected by the Township at the following locations:

Location	Collection Items
a. Municipal Campus	Two(2) - 6 yard Dumpsters for Trash Two(2) - 4 yard Dumpsters for Recycling One(1) - 30 yard Dumpster for Trash (for street sweepings)
b. Fitzkee Lane Facility	One(1) - 6 yard Dumpster for Trash
c. York Township Park	One(1) - 8 yard Dumpster for Trash One(1) - 6 yard Dumpster for Recycling
d. Honey Valley Pump Station	One(1) - Mobile Refuse Cart
e. Marlborough Pump Station	One(1) - Mobile Refuse Cart

Any and all recycling containers and dumpsters located at these locations shall be collected two times per week. The Township shall have the right to require more frequent disposal during times of heavy use. The Contractor is required to provide and maintain any and all dumpsters at all locations in the size and condition equal to what is presently utilized by the Township.

14. The Township does not require residential housing units to use mobile refuse carts for the collection of refuse. To the contrary, any residential housing unit that wishes to use mobile refuse carts for the collection of refuse shall make direct payment to the successful bidder for such service as identified in bid item 4. Such housing units shall not be charged by the Township. Therefore, the cost of mobile refuse cart usage as identified in bid item 4 will play no part in determining the lowest bidder. The Township estimates that there are currently 6,150 total single family and multi-family residential housing units in the Township renting mobile refuse carts. The Township makes no representation or warranty as to the accuracy of this estimate and hereby discloses that it has been estimated.

15. A mandatory pre-bid meeting shall be held at the York Township Municipal Building, 190 Oak Road, Dallastown, Pennsylvania, on Wednesday, January 10, 2018 at 10:00 a.m. Failure to attend the mandatory bid meeting may be grounds for the rejection of any bid.

DESCRIPTION OF BID ITEMS

BID ITEM NO. 1

The Contractor to provide for curbside collection of three bags, three 32 gallon containers or one 96-gallon Mobile Refuse Cart, of refuse and disposal, recycling and one large item to residential and multi-family establishments once a week for the term of the contract.

Recycling shall consist of:

1. Newsprint and mixed paper (junk mail, magazines, glossies) and paperboard (food boxes, paper towel rolls, tissue boxes, etc.)
2. Glass – clear, brown and green
3. Aluminum
4. Plastic #1 - #7 containers and bottles
5. Steel, Bi-metallic and aerosol cans
6. Corrugated paper (cardboard)
7. Cartons (Juice, Milk, etc.)

BID ITEM NO. 2

Extra bag price for refuse. Contractor shall be required to provide to the Township, bags for sale to residents for disposal of residential solid waste in excess of the limitations set forth in Bid Item No. 1. The bag shall be a unique color or marked bag to provide the Township and/or Contractor the ability to easily identify the bag as a unit in excess of the three bag/32 gallon limitation. The Township shall agree to sell the bags at the bid price and remit all monies generated therefrom to the Contractor within thirty (30) days of receipt thereof.

BID ITEM NO. 3

Yard Waste Collection. Contractor shall provide for collection and disposal of yard waste which is placed curbside monthly. Contractor shall provide specific dates for collection. (Collection will be as follows: Monthly, excluding February and December, with two (2) pickups in November and April.) Yard Waste is defined as tree limbs, bushes, brush trimmings and Christmas trees. Except for Christmas trees, the material must be placed in biodegradable Kraft bags, placed in an open 32 gallon container or bundled in lengths of not more than four (4) feet long that weigh less than 50 pounds. Grass clippings and leaves are excluded. Yard waste shall not be placed in mobile carts.

BID ITEM NO. 4

The Contractor may opt to provide mobile refuse carts for the collection of non-recyclables. The Township estimates that there are currently 6,150 total single family and multi-family residential housing units in the Township renting mobile refuse carts. This item is not included in

determining the lowest bidder, but does establish the maximum allowable mobile refuse cart rental fee per year for the term of the contract.

Total Annual Amount contained in each bid item shall represent an amount equal to the quarterly amount per unit multiplied by four multiplied by the number of units or bags designated in the applicable bid item. There should be a total annual amount provided for each year designated and a four year total for each in the applicable bid item. The sum of bid items 1, 2 and 3 will represent the total bid for the contact.

SCOPE OF WORK AND SPECIFICATIONS

1. General Description of Work to be performed:

The work and service to be provided under the contract shall consist of providing all of the equipment and labor for the weekly collection, transportation and disposal of residential municipal solid waste; the weekly collection, transportation and processing for recycling of items designated as recyclables from residential units in accordance with the York Township Municipal Solid Waste and Recycling Ordinance (a copy of the Ordinance is attached); the weekly collection, transportation and disposal of one large item; and the designated monthly collection, transportation and disposal of yard waste. It shall also include equipment and labor involved in the quarterly billing and collection of solid waste fees to individual residential units.

Building contractors' waste, commercial and institutional establishment waste, and waste from industries is not included in this contract except to the extent that the Township and Contractor may allow small commercial and institutional establishments, due to their volume and type of solid waste, to be treated as dwelling units for the collection of solid waste and the collection and processing of recyclables if the commercial or institutional establishment so elects.

By agreement of the Township and Contractor, apartment buildings or complexes of five (5) or more units may elect, but are not required, to have their collection and disposal of solid waste and recyclables included in the contract. In such case, said residential units shall be required to comply with all rules and regulations applicable to residential units.

2. Definitions.

The following words and phrases used in any of the documents related to this bidding, including the Notice to Bidders, General Requirements and Conditions for Bidding, Scope of Work and Specifications, Bid Bond, Certified Check or Cashier's Check, Performance Bond, and Proposal shall have, unless the context clearly indicates otherwise, the meaning given to them in this section.

Bidder: Any person, partnership, firm or corporation submitting a proposal under the requirements and procedures established by the Township. The term "bidder" is used interchangeably with and shall mean the same as the term "Contractor" when used in the bidding documents.

Contractor: A person, partnership, firm or corporation who is, or potentially is, submitting a bid under the requirements and procedures established by the Township. The term "Contractor" is used interchangeably with and shall mean the same as the term "bidder."

Curbside: The general location that the municipal solid waste, large items, recycling and yard waste must be placed for pick-up as set forth in the York Township Municipal Solid Waste and Recycling Ordinance.

Dwelling Unit or Residential Unit: Any room or group of rooms, located within a building and forming a single habitable unit with facilities which are used or attempted to be used for living, sleeping, cooking and eating by one or more persons or one family.

Large Item: Large or bulky items, not normally collected as part of the normal garbage collection services. Large items to be collected include, but are not limited to, refrigerators, stoves, dishwashers, hot water heaters, washing machines, dryers, freezers, air conditioners, televisions, chairs, rolled carpet, desks, bureaus, tables, mattresses, box springs, bed frames, sofas, bundled wood, lawn mowers, bath tubs, toilets, sinks, windows, window screens, doors and similar household items, and one (1) tire, with rim removed.

Items excluded are construction/demolition waste, residual waste and any hazardous materials.

Multi-family Establishments: A property with five(5) or more residential units, including without limitation, apartment complexes, condominium complexes, retirement homes and mobile home parks ,excluding farms.

Residents: Any person(s) owning and/or occupying a dwelling unit in York Township.

Township: The governmental jurisdiction and legal entity of York Township, York County, Pennsylvania, its officers, employees and agents.

Yard Waste: Material consisting of tree, bush and brush trimmings in Kraft bags, placed in an open 32 gallon container or bundled in lengths of not more than four (4) feet long and weighing less than 50 pounds. Yard waste also includes Christmas trees. Grass clippings and leaves are excluded. Yard waste shall not be placed in mobile carts.

3. Insurance, Contract and Bonding.

A. Workers' Compensation Insurance: The Contractor shall comply with the provisions of the current Workers' Compensation Act and any supplements or amendments thereto relative to Workers' Compensation Insurance and shall furnish proof to the Township Manager that he has accepted the provisions of said Act and either insured his liability thereunder or secured exemption therefrom. An affidavit accepting provisions of the Workmans' Compensation Act in the form provided by the Township shall be executed and filed with the Township by the successful bidder.

- B. Contractor's Public Liability and Property Damage Insurance: The Contractor shall procure and maintain, during the life of the contract, Contractor's Public Liability Insurance in the amount of not less than \$1,000,000 for injuries including accidental death to anyone person and subject to the same limits for each person in an amount not less than \$2,000,000 on account of one accident. The Contractor shall also procure and shall maintain, during the life of the contract, Property Damage Insurance in the amount of not less than \$2,000,000 for each occurrence and aggregate. The Township shall be named as co-insured for all of the above insurance coverage and a certificate showing evidence of the above insurance coverage being in effect shall be filed with the Township prior to execution of the contract by the successful bidder.
- C. Performance Bond: The successful bidder shall furnish a Performance Bond in the amount equal to 100% of the highest annual contract price during the term of the contract. The annual contract price shall include bid items 1, 2, and 3 awarded by the Township. This bond shall be submitted on a form approved by the Township and shall be written by a surety licensed to do business in the Commonwealth of Pennsylvania. This bond shall be in compliance with the provisions of Act 385 of the General Assembly of Pennsylvania, commonly known and cited as the Public Works Contractors Bond Law of 1967, and any amendments thereto.
- D. Contract: The successful bidder shall, within thirty (30) days of notification of award of bid, enter into a written contract with the Township on the form provided by the Township. The contract shall be executed by the owner(s), officer(s) of the company legally authorized to execute such contracts for the company.

4. Indemnification.

- A. The Contractor shall indemnify and hold harmless York Township and all its officers, agents and employees, successors and assigns, jointly and severally, of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims or demands of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons or property by reason of any act, omission, negligence or misconduct of said Contractor, his agents or employees in the execution of the performance of solid waste collection under the terms and conditions of this contract, the Ordinance and the Agreement.

The Contractor shall furnish York Township with satisfactory proof of insurance coverage in the form of a "Certificate of Insurance" that names York Township as an additional insured, as well as one (1) legible copy of the Contractor's full insurance policy and five (5) copies of the current insurance certificate shall be

furnished to York Township at the time of bid submission and they shall contain the following notation:

“If, at any time this coverage is cancelled, the [insurance company] will notify the insured and additional insureds and York Township in writing by registered mail, at least fifteen (15) days prior to the termination of the policy, and before any changes are made in the policies which change, restrict or reduce the insurance provided or change the name of the insured.”

B. Contractor’s Liability and Indemnification.

All work shall be under the charge and in the care of Contractor and at his risk, including risks of every kind and description. The Contractor shall properly safeguard against any and all injury or damage to the public; to any property, materials or things and shall be responsible for any such damage or injury from his undertaking of the work under the contract and to any person or persons or things connected therewith. He shall indemnify and save harmless York Township and all its officers, agents and employees, from all suits or actions at law for claims of any kind whatsoever in connection with the Contractor’s work.

5. Collection of Municipal Waste.

- A. General: The Contractor shall collect at curbside for single family homes, multi-family residential units, or other authorized locations, and transport residential municipal waste for all units within the legal boundaries of York Township as provided for in the York Township Municipal Solid Waste and Recycling Ordinance. The Contractor shall have the exclusive right to collect and transport residential municipal waste in the Township. However, the Contractor shall recognize that owners or landlords of Multi-family Establishments may be allowed to contract privately for the collection and transportation of municipal waste and the collection, transportation and processing of recyclables.
- B. Handling and Methods: All work completed under this contract shall be completed in a workmanlike, clean and sanitary manner. It shall be the responsibility of the Contractor to insure that all workers are trained and knowledgeable of all the regulations and rules regarding the collection of solid waste within York Township; to insure that equipment and employees are reasonably clean and sanitary; and to insure that all work is performed in a method that minimizes disturbance to the residents of the Township. The Contractor shall also insure that blockage of streets by collection equipment is minimized and that no damage is done to private property.

Collection of solid waste, recyclables and large items shall be on the same day.

Mobile Refuse Cart: For the curbside collection of residential municipal waste, the mobile refuse cart shall be directly leased by the resident from the Contractor, and shall be of the type and size specified by the Contractor. Residential housing units that do not wish to lease mobile refuse carts from the Contractor shall provide their own refuse containers, which shall be of the type and size specified by the York Township Municipal Solid Waste and Recycling Ordinance. The Contractor shall be required to return mobile refuse carts or refuse containers upright, with lids replaced, in the same location as prior to the emptying of the cart or container.

The Contractor shall not be required to empty any non-disposable containers weighing more than fifty (50) pounds, nor to pick up any disposable bags, bundles or boxes which weigh more than fifty (50) pounds or are longer than four (4) feet in any one dimension or have combined dimension of more than sixty-four (64) cubic feet (2.37 cubic yards) except special pick-up items as provided for under Paragraph G below.

If the Contractor does not replace the containers as specified above, fails to empty the containers or pick-up any bags, bundles or boxes within the weight and size requirements specified above, or damage any reusable containers, this shall be considered a violation of the contract and be subject to the penalties as otherwise provided in these specifications. In any case where the Contractor does not empty a container or pick-up a bag, bundle or box due to the size and weight restrictions set forth above, or because the solid waste is placed in the container in such a manner that it cannot be emptied without damage to the container, the Contractor shall place a notice on the container indicating the reason for non-collection in accordance with the requirements of these specifications.

Contractor shall be required to have a sufficient supply of 96-gallon mobile refuse carts available for residents who elect that service. Mobile refuse carts are the property of the Contractor, who shall ensure that the mobile refuse carts are maintained in good condition and capable of being used in a proper manner. Contractor shall deliver or replace any mobile refuse carts within three (3) days of notice by the resident. Only mobile refuse carts provided by the Contractor shall be used for the service. The Contractor shall be responsible to remove all mobile refuse carts and mobile recycling carts at the termination of the contract unless continued use is approved by the Township. The Contractor shall be responsible to remove any mobile recycling cart at any time during the term of the contract if requested by the property owner.

- D. Trucks and Equipment. It shall be the Contractor's responsibility to maintain collection and transportation vehicles (trucks) in good condition and reasonably clean at all times. Trucks used for the collection of municipal solid waste, large items, recycling and yard waste from residential units shall be of a size and type that can be operated on the streets and alleys of the Township without getting off of

the traveled portion of the roadway or doing damage to curbing, planted areas or private property. They shall be so constructed to prevent leakage and shall be enclosed to the extent necessary to ensure no loss of solid waste, large items, recycling and yard waste from the vehicles during collection or transportation. The Contractor shall immediately clean up any spillage or loss of solid waste, large items, recycling and yard waste that may occur during collection and transportation. The Contractor shall not leave unattended any truck wholly or partially loaded with solid waste on any private or public properties in the Township except in an emergency situation or except as approved by the Township. All trucks used in the collection or transportation of solid waste, large items, recycling and yard waste in the Township shall have noise muffling devices which limit the noise of the vehicle to the current required manufacturer's standard. Any vehicle used in the collection and transportation of solid waste, large items, recycling and yard waste from York Township shall be assigned a one, two or three digit number which shall be displayed on each side of the vehicle of a size that can be read by a person two hundred (200) feet from the vehicle. Each vehicle shall also have displayed on both sides of the vehicle, the Contractor's name and company logo.

Upon execution of the contract documents, the Contractor shall provide the Township with a complete list of all collection vehicles to be used in the Township, specifying the make, model, license plate number, size and type of vehicle, and the number assigned to the vehicle. The Contractor shall use no collection vehicle that is not properly listed with the Township. This list shall be updated and filed with the Township when a change in collection vehicles is made, but no less than once a year in January.

The Township shall have the right to inspect any collection vehicle at any time and any place it is being used within the Township. The Contractor shall make vehicles available for inspection whenever so requested by the Township at a time and place mutually agreed upon.

The Contractor shall be responsible to provide back-up or emergency vehicles meeting all of the above requirements so that, at no time, can the contract not be performed due to breakdown or lack of collection vehicles.

- E. Time and Hours of Collection: Curbside collection of municipal solid waste, large items, recycling from all residential units within the Township shall be made once each week during the days Monday through Friday. Yard waste shall be collected in designated months during the days Monday through Saturdays, as identified by the Contractor.

Collections may also be made on weekend days when a legal holiday falls on a weekday or in cases of delays due to inclement weather or emergencies beyond the control of the Contractor with prior consent of the Township. Collection shall not

begin earlier than 6:00 a.m. and shall be completed by 7:00 p.m. any day that collections are permitted to be made.

Prior to commencing work under this contract, the Contractor shall provide to the Township a map clearly indicating days of pick-up for each household. The Township shall be notified at least ten (10) business days in advance of any changes to the daily schedule, and shall be provided with an updated map. Residents affected by changes to the daily schedule shall be notified by the Contractor at least five (5) business days in advance of the changes.

In accordance with other provisions of these specifications, the Contractor shall be responsible to provide for publication and advertising to the general public the schedule(s) for residential collections.

- F. Collection Route Restrictions during Rush Hours: Contractor shall not collect solid waste, large items, recycling or yard waste on the following roads between the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m.:

South Queen Street	Springwood Road
South George Street	Leaders Heights Road
Cape Horn Road	Reynolds Mill Road
Iron Stone Hill Road	Indian Rock Dam Road
Donna Lane	Tyler Run Road
Camp Betty Washington Road	Chestnut Hill Road
Fruitlyn Drive	Oak Road / Street

- G. Special Backdoor Pickup: The Township may require the Contractor to collect solid waste, large items, recyclables and yard waste from the backdoor or from a convenient location in cases where the resident is physically disabled and, therefore, it would be a hardship for the resident to place his/her solid waste, large item, recyclables and yard waste at the curbside. Hardships of this nature shall be determined by the Township on an individual basis and the Contractor shall be notified by the Township of the special pickup requirements in each individual case. There may be a reasonable monthly charge for this service.
- H. Special Pickups: The Contractor shall also provide services for pick up of municipal waste at residential units on an on-call basis at the request of the property owner or resident. The purpose of these special pick-ups is to dispose of bulky items or waste quantities that would not be picked up as part of the regular weekly residential collection service. The cost for providing special pickup service will be billed directly to the person requesting such service. Any failure of the Contractor to provide special pickups within a reasonable amount of time upon request or to charge more than allowed for special pickups under this contract shall be considered in violation of this contract and the Contractor shall pay a penalty as provided otherwise in these specifications.

The Contractor's current fee schedule for special item pickup shall be provided to the Township upon the execution of the contract documents.

6. Disposal of Municipal Waste.

- A. The Contractor shall dispose of municipal waste from York Township at the York County Solid Waste Facility for the length of the contract. The Contractor shall provide to the Township, **as part of the bid package**, written documentation of the State certification or permit for the operation of this disposal facility and written documentation conclusively showing that the owner and operator of the waste facility has granted permission to the Contractor for the disposal of waste at the facility. The Township will accept a facsimile of said documentation and certification required thereby.
 - B. The Township shall have the right and option of entering into the contract or at any time during the term of the contract to designate a disposal facility for waste not accepted by the York County Solid Waste Authority. If the Township designates a disposal facility, the Contractor shall dispose of all municipal solid waste collected under the contract at the disposal facility designated by the Township. The Contractor shall be responsible to comply with all Federal and State laws, the regulations of the York Township Municipal Solid Waste and Recycling Ordinance, and the rules and regulations of the disposal facility owner in disposing of waste at this facility.
 - C. Disposal Information to be provided to the Township: The Contractor shall submit to the Township monthly reports showing information on municipal waste disposed of at the designated disposal facility. This report shall be in an electronic format and any other format required by the Township, and shall include information on a calendar month basis. The report shall be submitted to the Township by the last day of the month following the end of each month. The report shall be signed by appropriate designated official of the Contractor and shall include, but not be limited to, the following information:
 - 1. Beginning and ending dates of report
 - 2. Total weight and volume of all waste dumped during the month
 - 3. Residential Recycling shall be reported as single stream
 - 4. Commercial and Institutional Material shall be separated as single stream and cardboard annually.
5. Billing Information

- a. Number of residential units billed (quarterly basis)
- b. Number of residential units paid (monthly basis)
- c. Number of residential units unpaid (monthly basis);

Contractor shall provide to the Township, upon written request, all detailed information on the disposal of solid waste and recyclables collected within the Township. This information may include, but is not limited to, tare weight forms for both garbage trucks and recycling vehicles, vehicles used and customer counts.

Failure of the Contractor to submit this report, in the time specified above or failure to provide complete information on all waste dumped during the course of the month of the report shall be in violation of the contract and the Contractor shall be subject to penalty provided otherwise in these specifications.

- D. The Contractor shall dispose of municipal solid waste from York Township at the York County Solid Waste facility for the length of the contract. In the event that the per ton cost charged by the York County Solid Waste and Refuse Authority, its successors or assigns, is increased/decreased during the term of the contract, the Contractor shall increase/decrease the rate charged to residential customers for Bid Item No. 1 by an amount equal to the per ton increase/decrease imposed by the York County Solid Waste and Refuse Authority. The Contractor and the Township shall mutually agree as to the per unit cost charge that results in a revenue neutral pass-through to each residential customer. The contract shall not be permitted to profit from any increase or decrease in the disposal cost charged after the commencement of the contract.

6. Collection of Recyclables.

- A. General: As part of the contract, the Township will continue the curbside recycling collection program in accordance with the provisions of the York Township Municipal Solid Waste and Recycling Ordinance. The Contractor shall provide all equipment and labor to collect at the curbside items specified to be separated by the residents for recycling. The Contractor shall have the exclusive right to collect, process and market designated recyclable materials from residential units in York Township when placed at curbside or other proper locations for this purpose.

Under the requirements of Act 101 of the Pennsylvania General Assembly, 1988, Chapter 15, owners, landlords or agents of owners or landlords of multi-family rental housing properties with five (5) or more units may establish their own recycling collection system. If an owner, landlord, or agent thereof chooses to have the Contractor provide the collection, processing, and disposition of solid waste and recyclables: such establishment shall be under this exclusive contract.

B. Recyclable Items to be collected.

1. Residential and multi-family establishments: The following items (as defined by the York Township Municipal Solid Waste and Recycling Ordinance) shall be collected by the Contractor at the curbside at all residential units within the legal boundaries of the Township:

Newsprint, mixed paper (junk mail, magazines, glossies),
paperboard (food boxes, paper towel rolls, tissue boxes, etc.)

Glass – clear, brown and green

Aluminum

Plastic #1 - #7 containers and bottles

Steel, bi-metallic and aerosol cans

Corrugated paper (cardboard)

Cartons (Juice, Milk, etc.)

The Township reserves the right to add or delete items from this list with mutual agreement of the Contractor during the term of the contract.

2. Leaf Waste: Leaf Waste from residential units is to be separated and recycled as established by the York Township Municipal Solid Waste and Recycling Ordinance, and shall be completed by the York Township Public Works Department and, therefore, is not a part of the contract.
3. Yard Waste: Yard Waste from residential units is to be separated and recycled as established by the York Township Municipal Solid Waste and Recycling Ordinance. Yard Waste is defined as tree limbs, bushes, brush trimmings and Christmas trees. Yard Waste is to be dropped off at the York Township Municipal Complex brush recycling location. The current drop off hours are 7:00 a.m. to 3:00 p.m., Monday through Saturday and excludes Township holidays. Grass clippings and leaves are excluded.

- C. Scheduling: Items to be separated and recycled from residential units shall be collected by the Contractor at a minimum of once a week on a regular scheduled basis and on the same day as the collection of solid waste. Collection of recyclables from the residential units shall not begin before 6:00 a.m. and shall be completed by 7:00 p.m. The Contractor shall file with the Township, prior to commencing the contract, a schedule showing the collection routes for recyclable items, the day for each route, and the progression of collection along the route.

- D. Handling and Methods: The Contractor shall conduct all labor for the collection of recyclables in a workmanlike manner and maintain clean and sanitary conditions. The Contractor shall be responsible for the full training of collection workers and for ensuring that they are familiar with all rules and regulations for the collection of recyclables.
 - E. Recycling Vehicles: The Contractor shall provide vehicles for the collection of recyclables appropriate to carry out this task, including specially designed vehicles if necessary. Vehicles used for the collection of recyclable items shall meet the same requirements as solid waste collection vehicles as provided for in these specifications.
 - F. Ownership of Recyclable Materials: In accordance with the York Township Municipal Solid Waste and Recycling Ordinance, from the time of placement of recyclable items at the curb or appropriate location by the resident or the multi-family establishments as the case may be, recyclable items shall become the property of the Contractor and it shall be his exclusive right to collect, transport, process and market, or sell these recyclable materials.
 - G. The Contractor shall provide and distribute free of charge one(1) 64 gallon to 96 gallon mobile recycling cart that will provide for the co-mingling of recyclable materials. The ownership of the recycling containers shall remain property of the successful bidder during the term of the contract and upon expiration of the contract, the Contractor shall be responsible for the return of all such containers. A property owner may opt-out of the use of a mobile recycling cart by notifying the Contractor at which time it shall be the obligation of the Contractor to pick up the mobile refuse cart.
7. Processing of Recyclables.
- A. General: The contractor shall be responsible for transportation and disposition of all recyclable materials, except as otherwise provided in this section, and to ensure that these recyclable items are further processed, marketed, and disposed of in a manner that ensures the recycling of these items. The Contractor is prohibited from disposing of any recyclable items in any municipal solid waste disposal facility (landfill or incinerator) without the prior written approval of the Township.
 - B. Cost of Recycling Services: The Contractor shall not charge the Township or any residential unit or multi-family establishment a separate charge for the collection, processing, and disposition of recyclable items. Any cost for the collection, transportation or processing of recyclable items shall be included in solid waste fees.

- C. Proceeds from the Sale of Recycling Services: Any monetary or other consideration received by the Contractor for the sale of recyclable items, may be kept by the Contractor to offset his cost for performing under the contract.
- D. Special Conditions Regarding Disposition of Recyclables: The Contractor shall be responsible for the collection, processing and marketing of all recyclable items as specified above; however, if there is no market for the recyclable items, the Contractor shall not dispose of the recyclable items in a sanitary landfill or incinerator without the clear written approval of the Township. If the situation arises that the Contractor cannot provide for the recycling of items, the Township reserves the right to specify a location for the disposition of the recyclable items. This location shall be within a fifty (50) mile radius of York Township.

8. Information and Complaint Handling

A. Public Information and Advertising

1. Prior to start of contract

- a. Prior to the effective date for the Contractor to begin collecting municipal solid waste and/or recyclables under the contract, the Contractor shall develop and disseminate a public notice approved by the Township. This public notice shall include the schedules for pickup of municipal solid waste, large items, recyclables and yard waste; rules, regulations and guidelines for residents in the use of the services under the contract; information regarding the return of mobile recycling carts and complaint handling by the Contractor; and any other notice by the Township. This notice shall, at minimum, be advertised two (2) times, the first time being not more than thirty (30) days nor less than fifteen (15) days prior to start-up of the collection service under the contract; the second notice being not more than fifteen (15) days nor less than seven (7) days prior to start-up of the collection service under this contract, it shall be no smaller than four (4) inches wide and eight (8) inches long unless otherwise agreed to by the Contractor and Township. This public notice shall be approved by the Township. It shall be published in each of the following newspapers in accordance with the above schedule:

York Daily Record
York Dispatch

- b. The Contractor shall also provide to the Township, thirty (30) days prior to the start-up of collection services under the contract, an email with information for placement on the Township's website.

No less than ten (10) days prior to the first day of collection services under this contract for each collection route, the Contractor shall mail a copy of the informational brochure to each residential unit on the route.

- c. The Contractor shall coordinate and cooperate with the appropriate officials of the Township on the preparation and content of all advertisements and informational brochures.
- d. The Contractor shall also participate in an informational meeting within the Township to disseminate information regarding the solid waste collection services proposed by this contract prior to the start-up date of collection services under this contract. The Contractor shall help the Township to develop the information to be disseminated at this meeting and be present at the meeting to help explain and answer questions of the public regarding the proposed solid waste collection services provided for under the contract.
- e. At least thirty (30) days prior to the start-up of the collection of solid waste services and/or recycling services under this contract, the Contractor shall provide for a toll free or local telephone number for businesses and residents of the Township to call for information regarding the collection services. The telephone calls shall be handled by employees of the Contractor who are well-informed of the provisions of the contract and the solid waste collection service for York Township, during regular business hours of the Contractor. During non-office hours of the Contractor, the Contractor shall provide an electronic answering service for this telephone number for residents to leave their name and number and/or questions to be responded to by the Contractor the next working day. The Contractor shall also maintain a web site for businesses and residents of the Township to seek information regarding the collection services of York Township. The web site shall maintain an area of frequently asked questions with answers that are specific to the York Township contract. The site shall also post a contact phone number.
- f. The above specifications regarding dissemination of information by the Contractor prior to the start-up of the collection services under the contract are the minimum requirements of the Township and the Contractor is encouraged to provide more informational services that will benefit residents of York Township and to generally cooperate with the Township to the extent necessary to fully inform the residents of York Township of the new solid waste collection service.

2. On-going information services

- a. The Contractor shall, in addition to the above, pay the Township four thousand dollars (\$4,000.00) per year to provide for notices in the Township newsletter to inform residents of the rules and regulations and guidelines for the solid waste collection service provided under this contract and to remind all residents of York Township of any special problems related to providing services under this contract.
- b. During the full term of the contract, the Contractor shall continue to provide an informational toll free telephone number and website for the residents of York Township in accordance with that specified in the contract.

B. Complaint Handling

1. All complaints by residents of the Township made through the Township or directly to the Contractor regarding the services provided under the contract shall be responded to by the Contractor within two (2) working days after receipt of the complaint.
2. The Contractor shall submit a report to the Township each month by the last day of the following month listing all of the complaints received by the Contractor during the previous calendar month. This report shall be in a format as agreed upon by the Township and shall include, at minimum, the following information:
 - a. Date of Complaint
 - b. Name, address and telephone number of person making complaint
 - c. Description/nature of complaint
 - d. Name and title of person taking complaint
 - e. Date of resolution of complaint
 - f. Description of resolution of complaint
 - g. Information if complaint has not been resolved

The Township reserves the right to intercede in any unresolved complaint by a resident or property owner; to investigate said complaint; and to act as intermediary to bring the resident and Contractor together to resolve the complaint. Any complaints left unresolved after mediation by the Township shall be submitted to the Township Board of Commissioners, whose decision regarding the complaint shall be final.

Failure of the Contractor to respond to any complaint in the time period required or to accept and act upon the decision of the Board of Commissioners regarding the complaint shall be considered a violation of the contract and the Contractor shall be subject to penalties as otherwise provided in these specifications.

C. Notice to Resident of Violation

If the Contractor does not pick up solid waste, large items, recyclable items, or yard waste from any residential unit due to the resident not complying with the rules and regulations regarding the placement of containers, the type and size of containers or bundles or boxes, or the proper containerization or separation of the recyclables, the Contractor shall place, either in the container or at the door of the residence, a notice indicating the reason that the waste or recycled items were not picked up on that day. A copy of this notice should be forwarded to the Township within two (2) working days after the notice is issued to the resident.

9. Billing and Payment System for Curbside Collection of Mobile Refuse Carts/Cans/Bags at Residential Units

- A. It shall be the responsibility of the Contractor to bill all residential customers on a quarterly basis for the charges established hereunder. There shall be no waivers of payment for vacant properties or residents who occupy the property on a seasonal basis. Every residential property is to be billed each quarter. A copy of the customer list, in an electronic format, shall be provided to the Township within ten (10) days from the date of said request and at the beginning and ending of this contract and on an annual basis in July and shall become Township property. The customer list shall include, but not be limited to, account numbers, customer names, customer address, service type and balance due. For residential units who need services in excess of three (3) per unit, the Contractor shall provide bags that may be purchased by residents at the Township Municipal Building. The Contractor shall not collect any cans/bags in excess of three (3) per unit that are not the Contractor's bags. The Contractor and Township shall develop an appropriate method of distributing such bags.

It shall be the sole responsibility of the Contractor for collection of any and all bills, delinquent or otherwise as follows:

1. Base per residential unit quarterly charge as bid by the Contractor (this shall include the Contractor's cost for billing and collection of bills).
- B. Surcharge: The surcharge added by the Township to cover the Township's administrative costs or costs of providing additional (not Contractor related) recycling services shall be set by resolution of the Township, as amended from time-to-time.

The Contractor shall retain the amount collected above as payment for services under the contract. The Contractor shall remit to the Township, on a monthly basis by the 10th day of the following month, the amount collected under the Township's surcharge (the amount of the surcharge per bill multiplied by the number of bills collected).

The Contractor shall continue to collect all residential solid waste, large items, recycling and yard waste during the term of the contract despite nonpayment by residential customers. With respect to the Contractor's duty to use its best efforts and in good faith attempt to collect any and all delinquent accounts, and to use adequate procedures in connection therewith, Contractor will take all necessary and appropriate actions to collect such accounts, including (without limitation) follow-up mailings and telephone calls to obtain compliance, plus appearing before any court in which legal proceedings may be brought to enforce obligations related to such accounts. The failure of the Contractor to use its best efforts to collect said delinquent accounts shall be grounds for termination of the contract.

The Township shall reserve the right to audit the billings, payments to the Contractor by residents, and the solid waste collection methods used by the Contractor at any time in order to determine that all residential units are being billed appropriately, that adequate procedures are being used to collect delinquent bills and that the Contractor is remitting to the Township the correct amount of money for the surcharge.

10. Penalties for Violations of Contract

A. Amounts: It shall be understood and agreed that the Township has the right to assess and bill to the Contractor amounts as penalties and liquidated damages for each violation of the contract as follows:

- 1. Solid waste, large item, recycling, yard waste not collected \$25.00/Uncollected unit
- 2. Failure to timely handle or resolve complaint as required \$25.00/Complaint
- 3. Solid waste container not properly replaced and/or covered \$25.00/Container
- 4. Spillage of any solid waste, large items, recycling or yard waste when conveying solid waste to the collection vehicle or from the collection vehicle onto public street or private property and failing to immediately clean the spillage from the street or private property \$75.00/property

5.	Failure to make special pickups	\$25.00/special pickup
6.	Disposal of waste at a disposal facility that is not properly permitted or licensed to receive such waste, or at a facility not designated to receive waste from York Township if one is designated by the Township	\$500.00/Vehicle Load
7.	Failure to file with the Township required reports	\$25.00/Report
8.	Damage or loss of mobile recycling cart by Contractor employees due to carelessness or improper placement of bins at curbside	\$15.00/Mobile recycling cart
9.	Starting pickup before 6:00 a.m. or completing after 7:00 p.m.	\$25.00/Vehicle violation
10.	Collection on restricted roadways during rush hours	\$500.00/Vehicle violation

B. Subsequent Violations: The above penalty assessments shall be for the first offense. The penalties for 1,2,3,5 and 7, as listed in Subsection A above, shall increase by Ten Dollars (\$10.00) for each subsequent violation during the course of one contract year. The penalties for 4, as listed in Subsection A above, shall increase Twenty Five Dollars (\$25.00) for each subsequent violation during the course of one contract year. The penalties for 6, as listed in Subsection A above, shall increase by One Hundred Dollars (\$100.00) for each subsequent violation during the course of one contract year.

C. Resolution of Disagreements or Penalties: Any questions on penalty assessments for violations shall be decided by the Township Manager, subject to appeal to the Township Board of Commissioners. The decision of the Township Board of Commissioners on the question of the appropriateness of the penalty for violation shall be final and conclusive.

11. Extension of Contract.

The base term of the contract shall commence on July 1, 2018 and expire on June 30, 2022. Upon mutual agreement of the Township and the Contractor, the term and conditions of the contract may be extended by up to two (2) one-year terms upon terms and conditions materially similar to the contract.

12. Miscellaneous Provisions.

- A. Sub-letting or Assigning Contract: The Contractor shall give his personal attention constantly to ensure faithful performance of the work under the contract and shall keep the same under his control and shall not assign by power of attorney or otherwise, nor subcontract work or any part thereof.

The Contractor shall not, either legally or equitably, assign any of the monies payable under the contract, unless by and with the written consent of the Township.

- B. Termination or Cancellation of the Contract by the Township: If all or part of the work under this contract is abandoned by the Contractor, or if this contract shall be assigned or the work subcontracted other than as herein specified, or if, at any time, the Township Board of Commissioners shall be of the opinion, and certify in writing (Certificate shall be final, binding and conclusive on the Contractor), that the performance of the Contractor is unnecessarily or unreasonably delayed, or the Contractor is violating any of the conditions or covenants of the contract requirements, or the specifications thereof, or is executing the same in bad faith or not in accordance with the terms thereof, the Township Board of Commissioners may cancel or terminate the contract by written notice to be served upon the Contractor, either personally at his place of business or by certified mail. If the contract is terminated by the Township for the above stated reasons, the Township shall have the power and is hereby authorized to perform the work of the contract, utilizing its own equipment and labor or to further contract the performance of the work under the contract and to take action to collect the cost of completion of the contract from the performance bond filed by the Contractor.
- C. Failure of Contractor to Perform Part of Contract: If the Contractor shall fail to perform any part of the work called for in the contract in accordance with the terms thereof, and if the Township Board of Commissioners decides not to cancel and terminate the contract as provided in the previous section, the Township Board of Commissioners shall have the power and are hereby authorized to perform or procure to be performed such part of the work as the Contractor shall fail to perform and to do so at the expense of the Contractor and to deduct such expenses or to collect the cost of the same out of the performance bond filed by the Contractor.
- D. Non-Discrimination: Neither the Contractor nor any sub-contractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.
- E. Cost of Litigation or Arbitration: If any litigation or arbitration proceedings are instituted to enforce the provisions of the contract, the court order or award shall include a provision for legal fees, costs and expenses of arbitration or litigation as the court or arbitrator deems appropriate.

- F. Disputes: Except as may otherwise be provided in the contract, disputes between the parties arising out of or relative to the contract, or the breach thereof, which is not disposed of by mutual agreement, will be settled by arbitration in accordance with the rules of the American Arbitration Association, whose decision shall be binding upon the parties hereto, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, particularly the York County Pennsylvania Court of Common Pleas.

- G. During the term of the contract, the Contractor shall be required, at no cost to the Township, to collect, transport and dispose of all solid waste and recyclables collected by the Township at its Municipal Complex located at 190 Oak Road, Dallastown Pennsylvania as well as at applicable municipal parks. Any and all recycling containers and dumpsters located at these locations shall be collected two times per week. The Township shall have the right to require more frequent disposal during times of heavy use. The Contractor is required to provide and maintain any and all dumpsters at all locations in the size and condition equal to what is presently utilized by the Township.

13. Licenses and Laws.

Each bidder shall agree, as a condition precedent to the acceptance of this bid and the execution of any contract thereunder, to observe and comply with all regulations of the United States Government, the Pennsylvania Department of Health and the Pennsylvania Department of Environmental Protection, and any other agency having jurisdiction, and with the provisions of ordinances of York Township, as far as the same shall in any way affect the collection, transportation and disposal of solid waste, large items, recyclables and yard waste collected within York Township.

**Proposal for Collection, Transportation and Disposal
Of Solid Waste, Large Item, Recyclables and Yard Waste**

The undersigned, having read the Legal Notice, General Explanation of Bidding, Procedures, General Requirements and Conditions for Bidding, Description of Bid Items, Scope of Work and Specifications, hereby proposes to furnish all labor, equipment and appliances and to collect all solid waste, large items, recycling and yard waste collected within the corporate limits of the Township of York, for the period of forty-eight (48) months beginning the first day of July 2018, pursuant to and in strict and full compliance with the General Explanation of Bidding, Procedures, General Requirements and Conditions for Bidding, Description of Bid Items, Scope of Work and Specifications hereto annexed and, by this reference, made a part of this proposal, as follows:

Bid Item No. 1 Three Bags, Three 32 Gallon Containers or One Mobile Refuse Cart, Recycling and One Large Item One Time Per Week		
Year	Quarterly Amount Per Unit	Total Annual Amount (Based on 7,700 Units)
July 1, 2018 – June 30, 2019	\$	\$
July 1, 2019 – June 30, 2020	\$	\$
July 1, 2020 – June 30, 2021	\$	\$
July 1, 2021 – June 30, 2022	\$	\$
Total Bid Item No. 1 =		\$

Bid Item No. 2 Extra Price Per Bag		
Year	Per Bag Cost	Total Annual Amount (Based on 725 Bags)
July 1, 2018 – June 30, 2019	\$	\$
July 1, 2019 – June 30, 2020	\$	\$
July 1, 2020 – June 30, 2021	\$	\$
July 1, 2021 – June 30, 2022	\$	\$
Total Bid Item No. 2 =		\$

Bid Item No. 3 Yard Waste		
Year	Quarterly Amount Per Unit	Total Annual Amount (Based on 7,700 Units)
July 1, 2018 – June 30, 2019	\$	\$
July 1, 2019 – June 30, 2020	\$	\$
July 1, 2020 – June 30, 2021	\$	\$
July 1, 2021 – June 30, 2022	\$	\$
Total Bid Item No. 3 =		\$

Total of Bid Items No. 1, 2, and 3 =	\$
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To the extent of any inconsistencies, the “Quarterly Amount Per Unit” and “Per Bag Cost” figures shall prevail over any total amount calculations.

Bid Item No. 4 Mobile Refuse Cart Rental (Not used for determining lowest bidder)	
Year	Quarterly Amount Per Unit
July 1, 2018 – June 30, 2019	\$
July 1, 2019 – June 30, 2020	\$
July 1, 2020 – June 30, 2021	\$
July 1, 2021 – June 30, 2022	\$

Note: Bid amount does not include York Township Solid Waste Fee, which is in addition to the bid amounts.

IN WITNESS WHEREOF, _____ (bidder), by our duly authorized agents, hereby submit this bid as of this ____ day of _____, 2018.

Attest

Contractor

Name of Principal: _____

Title: _____

Company: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

FAX: _____

E-mail: _____

BID BOND

(attach bid bond, cashier's check or certified check here)

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2018, by and between the Township of York, York County, PA (hereinafter called the "Township") _____ ("Contractor").

WITNESSETH, that the Contractor and the Township for the consideration stated herein agree as follows:

1. Term. This contract shall take effect on July 1, 2018, and remain in full force and effect until June 30, 2022. The solid waste, large item, recyclables and yard waste collection services that are to be provided as a part of this contract shall commence at 6:00 a.m. on July 1, 2018 and terminate at 7:00 p.m. on June 30, 2022.
2. Scope of Work. The Contractor is granted the sole and exclusive right, to the extent provided for in the Contract Specifications, within the geographic area as described in the Contract Specifications and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide for the services listed below and to perform all of the work called for and described in the Contract Documents pertaining to those services.
3. Component Parts of the Contract Documents. The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached.

General Explanation of Bidding Procedures
General Requirements and Conditions for Bidding
Description of Bid Items
The Contractor's Bid Proposal Form
Scope of Work and Specifications
Performance Bond
Bid Bond, Cashier's Check or Certified Check
All other certifications and Affidavits required to be submitted by the bidding instructions or specifications
York Township Municipal Solid Waste and Recycling Ordinance

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

This contract is intended to conform in all respects to applicable statutes of the Commonwealth of Pennsylvania, and if any part or provisions of this Contract conflicts therewith, the said statute shall govern. This Contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of this contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and

subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

IN WITNESS WHEREOF, we the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at the York Township Office, 190 Oak Road, Dallastown, Pennsylvania, as of this ____ day of _____, 2018.

Attest:

Township of York

Township Secretary

Board of Commissioners

Attest:

Contractor

Secretary

Non-Collusion Affidavit

I, _____, the Bidder (or the Chairman & CEO of _____ the Bidder) for the collection, transportation and disposal of residential solid waste, large items, recycling and yard waste in York Township for the period of July 1, 2018 to June 30, 2022, hereby swear and affirm that:

- 1. Neither the Bidder, nor any co-owner, partner, executive officer or greater than 5 percent shareholder of the Bidder, has 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 within the last three (3) years, except for the following:

- 2. Neither the Bidder, nor any co-owner, partner, executive officer or greater than 5 percent shareholder of the Bidder has engaged in any activity with any other person, including other bidders, or officers, employees or agents of York Township, to determine in advance the winning bidder for the collection and transportation of residential garbage and recycling for York Township for the period of July 1, 2018 to June 30, 2022, including but not limited to (a) agreeing to submit identical bids, (b) agreeing to rotate bids, (3) agreeing to share profits with another bidder who does not submit the low bid, (4) submitting pre-arranged bids, agreed-upon higher or lower bids, or other complementary bids, or (5) agreeing not to submit bids.

The statements made in this affidavit are true and correct. I understand that any false statements made herein are subject to penalties of 18 Pa. C.S. §4903, relating to false swearing, and the Anti-Bid Rigging Act, Act of Oct. 28, 1983, P.L. 176, No. 45, 73 P.S. §§1611, et seq.

BIDDER

BY: _____

Sworn and subscribed this _____ day of _____, 2018

Notary Public

Notice

If this affidavit discloses that a person has 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 or any public contract within the last three years, it DOES NOT PROHIBIT York Township from accepting the bid but may be a ground for consideration on the question of whether the Township should decline to accept the bid on the basis of lack of responsibility.