

WARRINGTON TOWNSHIP

Specifications and Instructions to Bidders for
Collection and Disposal of Municipal Waste and
Collection and Processing of Designated Recycling Materials

Contract dates: 2024, 2025, 2026, 2027, and 2028

3345 Rosstown Road
Wellsville, PA 17365

717-432-9082 Office
717-432-7238 FAX
office@warringtontwp.org

BID OPENING

September 20, 2023

**Invitation to Bid
Refuse/Recycling Collection
Warrington Township**

Sealed bids will be accepted by Warrington Township Board of Supervisors, York County, PA, until Thursday, September 15, 2023 at 4:00 PM in the Municipal Building Office, 3345 Rosstown Road, Wellsville, PA 17365.

Bid proposals may be opened during the Board of Supervisors Meeting on Wednesday, September 20, 2023, at approximately 7:30 PM for the following:

**Municipal Waste Collection and Disposal and
Collection and Processing of Recyclable Materials
Contract term: Five years (from January 2024 to December 2028)**

Specifications may be obtained from the Warrington Township Municipal Office between the hours of 9:00 AM and 4:00 PM Monday through Friday. All bids must be submitted on forms supplied by Warrington Township. The Board of Supervisors reserves the right to reject any or all bids which are not in the best interest of the Township.

Specifications for the collection and disposal of municipal waste, yard waste, and the recycling and marketing of specific items collected within the corporate limits of the Township of Warrington as at present existing.

This contract will be awarded in accordance with the following documents:

- 1. Invitation to bidders**
- 2. General Specifications for Collection and Disposal of Refuse in the Township of Warrington**
- 3. Bid form**
- 4. Affidavit**

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

**Township Manager
717-432-9082**

**GENERAL SPECIFICATIONS FOR COLLECTION AND DISPOSAL
OF REFUSE IN THE TOWNSHIP OF WARRINGTON**

1. GENERAL

The Contractor shall collect, remove and properly dispose of refuse at the York County Solid Resource Recovery Center or other facility approved by the York County Solid Waste Authority and permitted by the Pennsylvania Department of Environmental Protection, acceptable municipal waste and recyclable materials from dwellings, and business establishments (that can comply with the maximum container requirements) in the entire Township of Warrington, in a manner and with equipment in accordance with applicable Ordinances of the Township of Warrington and these specifications.

2. SEALED BIDS

Sealed bids shall be addressed to “BOARD OF SUPERVISORS, WARRINGTON TOWNSHIP, 3345 ROSSTOWN ROAD, WELLSVILLE, PA 17365” and marked “BID FOR COLLECTION AND DISPOSAL OF MUNICIPAL WASTE, YARD WASTE, AND RECYCLABLES”, in accordance with the General Specifications for Collection and Disposal of Refuse, as stated herein, and will be received at the Warrington Township Municipal Building, 3345 Rosstown Road, Wellsville, Pa 17365, until 4:00 PM, prevailing time, September 7, 2023, at which time all bids will be publicly opened and read. The Board of Supervisors may take action on \said bids at their meeting of September 20, 2023, at 7:30 PM, prevailing time, in the Municipal Building, or at an announced subsequent meeting.

3. PRINTED FORM OF BIDS

All bids must be made upon the blank form of bid attached hereto and must give the price proposed, both in words and figures (typed or written in ink) and must be signed by the bidder with his full name and address, and where a partnership, the name and address of each partner in full if a corporation, the place where chartered and names, titles and business addresses of the President, Secretary, and Treasurer. In submitting bids, the bid form must not be removed from the General Specifications for Collection and Disposal of Refuse, but deposited intact as received, and properly sealed.

4. CERTIFIED CHECK OR BID BOND

Each bid must be accompanied by a Certified Check or Bid Bond payable to the Township of Warrington, in the amount of \$25,000.00 to insure good faith in bidding. The Certified Check or Bid Bond shall be forfeited to the Township of Warrington in the event of the Contractor neglecting or refusing to enter into the contract and to give bond as hereinafter specified, not as a penalty but as just and liquidated damages for delays or additional costs or expenses incurred by the Township owing to their failure to accept the award and execute the contract and give bond as required.

5. CERTIFIED CHECKS OR BID BONDS RETURNED

The certified checks or bid bonds of the unsuccessful bidders will be returned after the

contract is awarded. The check or bid bond of the successful bidder will be returned after the execution and delivery of the contract and performance bond, as well as the required certificate of insurance.

6. QUALIFICATIONS OF BIDDERS

Each Bidder shall furnish the following sworn statements for consideration by the Township in determining the qualifications of the Bidder to perform the work:

- A. **Owned Equipment Statement:** A sworn statement listing equipment owned or controlled by the Bidder and available to it for performing the work. The statement must include make, model, year, body type, capacity and condition.
- B. **Experience Statement:** A sworn statement listing the Bidder's experience in performing similar work to the work for which its bid is being submitted. Specifically, the experience should include past or ongoing contracts with municipalities. The statement should reflect a minimum of five (5) years of experience with similar work and contain the following information:
 - i. Project title and description of work, including municipality identification.
 - ii. Dates when work started and completed.
 - iii. The name and address of the recipient of the service and the telephone number of the contact person.
- C. **Financial Statement:** A full and complete sworn financial statement as of and for the years ending 2021 and 2022. The statements should also include any unsatisfied judgements against the Bidder, including the amount of the judgement, the name and address of the creditor, the date of the judgement and the identification of public records at which the same is recorded.

7. DEFINITIONS

ACCEPTABLE MUNICIPAL WASTE – The words “municipal waste” when used in these specifications, shall refer to all solid household waste material, but not limited to, the following:

- (a) **Garbage:** consisting of all animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of foods.
- (b) **Rubbish:** consisting of all solid wastes, except body wastes other than baby diapers, and other than garbage, ashes and debris and including waste paper, tin cans, glass, metal, wood, grass, leaves, tree and shrubbery cuttings and all ordinary household accumulations.
- (c) **Ashes:** consisting of the residue of the burning of coal, wood, paper, or other combustible material.
- (d) **Debris:** consisting of stones, brick, plaster, broken concrete or earth, in such quantity and size as shall not violate the restriction hereinafter set forth with respect to the size and weight of containers.

(e) **Tires:** Removed from rims cannot exceed outside diameter of 32” or a maximum tread width of 12”; number to be limited per week to two (2). Each tire will equal one container.

AGRICULTURAL WASTE – Poultry and livestock manure, or residual materials in liquid or solid form generated in the production and marketing of poultry, livestock, fur bearing animals, and their products, if the agricultural waste is not hazardous. The term includes the residual materials generated in producing, harvesting and marketing of agronomic, horticultural and silvacultural crops or commodities grown on what are usually recognized and accepted as farms, forests or other agricultural lands.

AUTHORITY – The word “Authority”, when used, shall mean the York County Solid Waste and Municipal Waste Authority or its authorized representatives.

BULK WASTE – Items of solid waste which due to their size, shape, or weight cannot be collected as part of the normal weekly municipal waste collection and, therefore, require special handling. For example: large household appliances, plumbing fixtures such as bathtubs, sinks and radiators, furniture, machinery and similar items in size shall be considered bulk waste.

BUNDLE – Tree, shrub and brush trimmings, securely tied together forming an easy handled package not exceeding four feet in length or 50 pounds in weight. (For purposes of this Contract, one bundle constitutes one container.)

CARDBOARD – All corrugated or other cardboard normally used for packaging, mailing, shipping or containerizing goods or other materials excluding plastic, foam or wax coated or soiled cardboard.

COLLECTION POINT – The location for each dwelling unit or establishment for which the Contractor will collect municipal waste and recyclable materials. Said locations shall normally be at the front curb or property lines along publicly adopted streets except where establishments not located along publicly adopted roads may designate a pickup station allocated along a publicly adopted road provided the location of the pickup station is approved by Warrington Township, the Contractor and owners, if on private property.

COMMINGLED RECYCLABLES – Recyclable materials of all types that have been placed in the same container at the source of generation.

CONSTRUCTION/DEMOLITION WASTE – Solid waste resulting from the construction or demolition of buildings and other structures, including but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term also includes dredging waste. The waste used as clean fill. The term does not include the following, if they are separate from other waste and are used as clean fill:

- (i) Uncontaminated soil, rock, stone, gravel, unused brick and block and concrete.
- (ii) Waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

CONTAINER – A receptacle with a capacity less than 40 gallons constructed of plastic, metal or fiberglass, in which refuse is placed for collection, of adequate strength for lifting and prevention of spillage or leakage of the contents, including individual and disposable containers as well as cans, barrels, boxes, baskets, and bags. The weight of any single container shall not exceed 50 pounds. Refuse must be in containers or tied in bundles not larger than three (3) feet by three (3) feet. Such bundles will be considered containers and the maximum weight of fifty

(50) pounds shall apply.

CONTAINER, CONTRACTOR PROVIDED: Contractor will provide and distribute free of charge mobile carts with a capacity of 96 gallons for trash and 65 gallons for recycling. All parties or persons occupying and participating in the municipal solid waste contract of Warrington Township will be required by the Township to utilize trash and recycle mobile carts provided by the contractor. The ownership of the containers shall remain the property of the contractor during the term and upon the expiration of the contract.

CONTRACTOR – Shall mean the person, corporation or partnership with whom the Township shall enter into a contract for municipal waste collection and disposal and recycling, or his agent. The Contractor shall annually obtain all licenses required by the Township, County and other regulatory agencies.

COUNTY – The County of York, Commonwealth of Pennsylvania.

HAZARDOUS WASTE – Any waste which by mixture of its quantity or content presents a hazard to the individuals handling it, a hazard to public health or source of potential pollution to the air or waters of the Commonwealth of Pennsylvania, or which makes land unfit or undesirable for normal use; including, but not limited to, herbicides, explosives, pathological wastes, radioactive materials and any materials defined as hazardous wastes by Federal or State Law or regulations.

RECYCLABLE MATERIALS – Shall mean the collection, separation, recovery and sale or reuse of metals, glass cans, cardboard, paper, yard waste, plastics and other materials which would otherwise be disposed of or processed as municipal waste, conducted in accordance with the provisions and requirements of the Act of July 28, 1988, P.L. 556, No. 101.53 P.S. s4000.101 et seq., known as the “Municipal Waste Planning, Recycling and Waste Reduction Act”.

TOWNSHIP – Shall mean the Township of Warrington, York County, Pennsylvania, or its authorized representatives.

8. COLLECTION

The contractor shall collect municipal waste and recyclable materials, if selected as a service by the customer, from all residential dwelling units which include multi-family dwellings and mobile home parks, small business establishments, churches, municipal offices, and other places having municipal waste and recyclable materials as defined herein and are contracted for collection of municipal waste and wish to participate in the recycling program.

As per the municipal sites (the township office and park) the trash/recycling collection at these sites shall be done at no charge to the township. This exemption would be in accordance with past contracts where no charge was levied for this service.

The Contractor shall be required to pick up all municipal waste specified in this contract, put out for collection throughout the Township on collection day, 52 weeks per year, per either of the following options:

Option (a)

- (i) Per-bag service with voluntary recycling**

- (ii) **Four (4) container pick-up with voluntary recycling**
- (iii) **Eight (8) container pick-up with voluntary recycling**

**** Recyclables** - It will be the responsibility of the successful bidder to conduct curbside recycling in accordance with the provisions of PA Act 101, as amended and supplemented from time to time, on the same day as municipal waste collection. Items to be recycled are: Aluminum, steel and bi-metal cans; clear, green and amber glass; newsprint; plastic containers; phone books; and cardboard. The Contractor will provide and distribute free of charge a container of sufficient size as requested by the Resident, but not to exceed a capacity of 96 gallons. The ownership of the recycling container shall remain the property of the successful bidder during the term and upon the expiration of the contract.

Option (b) Contractor provided mobile carts. Contractor will provide and distribute free of charge mobile carts with a capacity of 96 gallons for trash and 65 gallons for recycling. All parties or persons occupying and participating in the municipal solid waste contract of Warrington Township will be required by the Township to utilize trash and recycle mobile carts provided by the contractor. The ownership of the containers shall remain the property of the contractor during the term and upon the expiration of the contract. All parties or persons participating in the municipal solid waste contract with Warrington Township will be required by the Township to utilize trash and recyclable mobile carts provided by the contractor.

(c) In addition to both options above, contractor services shall provide the following under both Options (a) and (b):

- (i) **Bulk Item Collection.** It will be the responsibility of the successful bidder to collect one (1) bulk item per week through curbside collection. Contractor will pick up the Bulk item including, but not limited to, appliances, water heaters, and sleeper sofas by appointment; and Contractor will schedule a date for collection of these items upon receiving a request by the Resident. Residents shall call Contractor to request a pick up.
- (ii) **Christmas Trees.** It will be the responsibility of the successful bidder to collect, transport, and dispose of Christmas trees on the third Saturday during the month of January.
- (iii) **Collection from Township Properties.** Contractor shall provide waste collection at the Warrington Township Building and Warrington Township Park free of charge.

For each collection point, collection of municipal waste and recyclables shall be made one (1) time per week for the entire life of the contract. Municipal waste and recyclable materials from *commercial-agricultural, large commercial, institutional or industrial firms* shall not be included in this contract. These materials shall be collected and disposed of by separate arrangements between the owners and private haulers. Any hauler collecting municipal waste within the Township must annually obtain a County license and display vehicle decals.

9. BIDDER RESPONSIBILITY.

- (i) The bidder is required to personally visit the Township and familiarize himself with the conditions to be encountered and all circumstances which may affect the nature and cost of the work. If a property is not accessible to a truck, alternate methods of

collection must be agreed upon by the customer and the collector. Written certification must be submitted to the Township Secretary that such visitation was made prior to the contract bid opening. No extra compensation will be allowed by the Township for the authorized collector's failure to determine existing conditions or lack of information on the part of the authorized collector after the bid is submitted.

(ii) It shall be the responsibility of the successor bidder to ascertain the number of dwelling units from time to time and to deliver the information to the Township or its collecting agent. As the bid is for annual (to be paid in quarterly installments) rate per dwelling unit, nothing herein is to be construed as a warranty as to the number of dwelling units or the gross amount of revenue that may be received at any time by the successful bidder. As of June 1, 2023, there are approximately 1,975 accounts.

10. **TERM OF CONTRACT.** The term of the contract shall be five (5) calendar years from January 1, 2024 to December 31, 2028.

11. **CONTRACT**

The contract will be awarded to the lowest responsible bidder based on the total bid price. The bidder to whom the award is made shall enter into a written contract with Warrington Township within twenty (20) days of notice of the contract award to the bidder. Upon failure to do so, the defaulting bidder shall pay to the Township the amount of the bid bond to repay the Township for expenses and damages incurred by reason of such default. Upon the awarding of the contract to the successful bidder, a signed statement of agreement provided by the Township will be attached to the specifications and bid proposal form, which together shall constitute the Municipal Waste Collection Contract. It shall be considered as a material breach of contract for any collection vehicle containing Warrington Township waste to also contain any municipal waste not collected under this contract.

12. **COLLECTION EQUIPMENT**

Trucks used in making the municipal waste collections shall have completely enclosed bodies. Trucks collecting recyclable materials can be open compartment type with suitable tarp covers. Any standard compactor type collection unit is considered approved. The Contractor shall make sure that collection trucks are maintained so as not to leak any liquids on roadways or streets in the Township.

13. **COLLECTION REPORTS**

The Contractor shall furnish to the Township and the County on a quarterly basis an accurate report of the total monthly tonnage of municipal waste collected from the Township for disposal under this contract. In addition, the Contractor shall furnish to the Township and County on a quarterly basis an accurate report of the total monthly tonnage of each of the following: newspaper, cardboard, bi-metal, cans, aluminum, glass and plastics. All reports must be received by the Township and the County by the 15th day of each month of the quarter.

14. **COLLECTION ROUTES**

The Contractor shall collect municipal waste and recyclables from all collection points. Collections from all collection points shall be made on the same day throughout the entire Township unless a change is agreed upon by the Township and the Contractor. The Contractor shall give the Township a minimum of fourteen (14) days written notice of any change in collection routes. The Contractor

shall be responsible for notifying affected property owners of any changes in collection routes.

15. DISPOSAL

The Contractor must use a disposal facility approved or operated by the York County Solid Waste Authority for the type of waste to be disposed. The Contractor shall annually obtain a County license and display vehicle decals.

16. RECYCLABLE MATERIALS

Recycling in the Township is on a voluntary basis for each dwelling unit. All residents of the Township within the area served by the curbside program are strongly encouraged to participate in this program. The authorized Collector shall pick up recyclable materials on the same collection day each week for each pick-up point. The authorized Collector shall assume ownership of material immediately upon pick up and shall have the responsibility to properly process designated recyclable materials in a manner consistent with the reuse of these materials. Recyclables may not be commingled with municipal waste. The Contractor is responsible for reporting to the Township and the County the amounts and types of materials recycled and must maintain documentation of such.

17. METHODS OF COLLECTION

Municipal waste and recyclable material shall be picked up at the designated collection points and deposited into the collection truck with a minimum of noise and traffic delay. No municipal waste or recyclable material may be spilled on the roads and streets of the Township. The Contractor must make every effort to prevent scattering, particularly of paper and other light materials, by the wind. The Contractor must take care not to damage containers belonging to residents of the Township and in the event of willful or unnecessary damage to such containers; the Contractor shall be liable for the same. The Contractor shall promptly notify the Township if any resident or property owner claims damage, other than reasonable wear and tear to containers. All emptied containers must be replaced in approximately the same location where they were placed by the owner.

The Contractor shall immediately notify the Township of any collection which cannot be made on schedule or of collections not made at specific collection points because of containers not conforming to these specifications.

18. OWNERSHIP OF MUNICIPAL WASTE AND RECYCLABLE MATERIALS

Immediately upon the Contractor's loading municipal waste or recyclable materials into any collection vehicle, ownership of such municipal waste or recyclable material shall be vested in the Contractor and it shall become his responsibility to haul, handle, process, sell and/or dispose of according to the terms of this contract and in compliance with the County's Solid Waste Management Plan and according to regulations governing such under Pennsylvania law.

19. TIME OF COLLECTIONS

Collection of municipal waste and recyclables at each collection point shall be made one (1) time each week on the same day for the entire contract in accordance with a schedule submitted by the Contractor and approved by the Township.

No collections shall be scheduled for any Sunday.

Collections at each collection point shall be made between the hours of 5:00 AM and 6:00 PM except in the case of mechanical breakdown or extreme or unusual circumstances.

Collection shall not be made on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If the regular collection day shall fall on any of the aforementioned holidays, the Contractor shall make the collection on the next working day after the holiday or as specifically agreed to between the Contractor and Township.

20. COMPLAINTS

When complaints are received by the Township, the complaint will be acknowledged and the Contractor will be notified of the problem. The Contractor must provide a local telephone answering service for receiving and responding to complaints. Further, the Contractor must have in its employ a customer service representative whose purpose is to monitor the service provided and respond to customer complaints. Nothing contained in this paragraph shall prevent a customer from lodging a complaint directly with the Contractor.

21. LAWS AND REGULATIONS

The Contractor shall observe and comply with all laws, ordinances, rules and regulations of local, state and federal agencies, or government governing those engaged or employed on the work, the materials or equipment used, or the conduct of the work.

22. PERMITS AND LICENSES

The Contractor shall obtain from the proper authorities, all permits or licenses necessary to carry on this work, shall pay any fees or charges required and shall be responsible for conducting his operations in accordance with the provisions of such permits or licenses, copies of same to be filed with the Township.

23. PAYMENTS

The price stipulated with respect to dwelling units in the Proposal hereto attached shall cover the cost of all labor, material, equipment, disposal costs and any other costs and expenses needed to complete the contract in all details. The successful proposer shall accept the price stated in the Proposal hereto attached as full compensation for the collection and disposal of municipal waste and the collection and marketing of the designated recyclable materials. Collection of charges for municipal waste and recyclables collections, transportation and disposal shall be made quarterly for the current month and two (2) months in advance by the successful bidder not less than fifteen (15) days before payment is due. The Township accepts no responsibility whatsoever for the collection of these charges. The Contractor's only legal remedy for nonpayment shall be against the Customer and not the Township. The Contractor shall have no legal recourse against the Township for any nonpayment under this contract. During the contract period, the successful bidder will furnish the Township at their request with billing information including names, phone numbers and addresses.

The Township retains ownership of the billing list of customers of the authorized hauler. The authorized hauler shall annually furnish the Township by the 15th of June each year a list of

customers as of the 1st of June. The list is to contain the full billing name, phone number and address, and full service name and address of each customer. A penalty of \$25.00 per calendar day is to be assessed by the Township for overdue reports.

24. INDEMNIFICATION

The Contractor (including subcontractors) shall indemnify and hold harmless the Township from and against all claims arising out of the performance of the contract not directly due to the Township's own negligence or misconduct. Contractor further agrees to investigate, handle, respond to, provide defense for and defend any claim arising directly or indirectly out of this agreement and/or the performance hereof at his sole expense and agrees to bear all other costs and expenses related thereto even if such claim is groundless, false, or fraudulent.

25. INSURANCE

The insurance requirements shall apply to all subcontractors and if any work under this contract is performed by a subcontractor, Contractor shall carry on his own behalf Contractor's Protective Liability Insurance for both bodily injury and property damage for the same limits as specified above and shall be responsible for each subcontractor maintaining liability insurance as specified above. This insurance contract shall name Warrington Township as an additional insured and shall remain in effect until each subcontract is completed.

The authorized collector will be required to provide insurance of the prescribed types and minimum amounts as set forth below, naming the Township as Additional Insured on all such insurance relating to this contract.

All insurance policies required shall be maintained in full force until all work under this contract is completed as evidenced by the formal acceptance thereof, in writing by the Township. Each policy shall contain the provision that there will be 30 days prior written notice given to the Township in the event of cancellation of material change in the policy.

The bidder to whom the contract is awarded shall furnish to the Township, within ten (10) calendar days after the date of official notice of award of the contract, insurance certificates evidencing that they have provided the required coverage. The bidder may be required at a latter date and upon specific request of the Township to furnish certified copies of any or all insurance policies related to protection for the work performed under this contract. The Township shall not be liable for the payment of any premiums under the foregoing and certificates or policies shall be endorsed to that effect.

The insurance companies indicated in the certificates shall be authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the Township.

Neither approval of the Township nor a failure to disapprove insurance certificates by the authorized collector shall release the authorized collector of full responsibility for all liability as set forth in the indemnification clauses stated in the contract agreement.

The minimum requirements of insurance to be carried by the authorized collector shall be as follows:

- a. Workmen's Compensation Insurance as required by the Workmen's Compensation Act of the Commonwealth of Pennsylvania and/or any other applicable Workmen's Compensation Law and any re-enactments or amendments thereto.

- b. Public Liability Insurance for bodily injury, including wrongful death, to any one person and subject to the same limit for each person and for property damage of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) on account of one accident. The limit requirements may be satisfied by an umbrella policy of One Million Dollars (\$1,000,000) over underlying coverage with a Five Hundred Thousand Dollar (\$500,000) limit or any combination of policies that provide in the opinion of the Township minimum coverage.
- c. Automobile Liability Insurance naming the Township as Additional Insured, to cover each truck, automobile, vehicle or other mechanical equipment, whether owned or leased by the authorized collector, used in the performance of work performed under this contract for bodily injury, including wrongful death to any one person and subject to the same limit for each person and for property damage of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) on account of one accident. The limit requirement may be satisfied by an umbrella policy of One Million Dollars (\$1,000,000) over underlying coverage with a Five Hundred Thousand Dollar (\$500,000) limit or any combination of policies that provides, in the opinion of the Township, the minimum coverage.

26. VIOLATIONS AND ASSESSMENT OF PENALTIES

In case of any violation of the contract, the Township shall notify the Contractor of such violation and allow a reasonable time for correction prior to maintaining an action in law or equity against the Contractor. All violations and penalties therefore shall be certified by the Township and their judgment shall be final.

The Township shall have the right to assess the Contractor the following amounts for each offense for all violations of the contract. Such penalties shall be payable within ten (10) days of the date of the assessment.

- a. Failure of a truck and crew to operate and complete collections on a regular route, unless prevented by a labor strike or work stoppage, snow storms, hurricanes, floods, or other violence of nature or any other event which may be termed an “Act of God”, the sum of Two Hundred Dollars (\$200.00) per day for each truck and crew not operating.
- b. Sanitary and Safe Vehicles – Failure to maintain any collection vehicle in a sanitary and safe operating condition, the sum of Fifty (\$50.00) Dollars for each offense.
- c. Failure to collect municipal waste properly placed at the pick-up point prior to the regularly scheduled collection, the sum of Ten Dollars (\$10.00) for each location. Failure to return the next work day as reported to collect the missed municipal waste, if notified prior to 5:00 PM, the additional sum of Ten Dollars (\$10.00) for each location.
- d. Disposal Sites – Failure to dispose of municipal waste at the sites designated by the York County Solid Waste Authority, the sum of One Thousand Dollars (\$1,000) per collection vehicle load disposed of elsewhere will be assessed. It shall be a material breach of this contract for any vehicle containing contract waste to dispose of municipal waste at any site unless designated by the Authority and in any such event, in addition to any other remedies provided under this contract, the Contractor shall repay the Township an amount equal to the tipping fee applicable to the entire contents of each such vehicle and pay a penalty of Two Thousand Dollars (\$2,000). The contractor shall pay a penalty of Five Thousand Dollars (\$5,000) for each additional offense or, at the option of the Township the contract may be terminated.

- e. Damage/Displacement of Containers – Willful damage to or failure to replace containers at the pick-up point off the roadway and shoulder; unless clearly marked for disposal, the sum of Ten Dollars (\$10.00) for each offense or a satisfactory replacement to the owner of said container.
- f. Mixed Loads – It shall be a material breach to this contract for any vehicle containing contract waste to also contain any solid waste not collected under this contract or to contain any recyclable material which was source separated by a customer and in any such event, in addition to any other remedies provided under this contract, the Contractor shall repay to the Township an amount equal to the tipping fee applicable to the entire contents of each such vehicle and pay a penalty of Two Thousand Dollars (\$2,000) payable by the contractor to the Township for the first offense. The Contractor will pay a penalty of Five Thousand Dollars (\$5,000) for each additional offense or at the option of the Township, the contract may be terminated.
- g. Disposition of Recyclables – The Contractor shall be prohibited from disposal of the Township collected recyclable materials or processed recyclable materials at a landfill or other waste disposal facility without the prior written permission of the Township. Violation of this contract provision shall be a material breach of contract and the Contractor shall pay a penalty of Two Thousand Dollars (\$2,000) payable by the Contractor to the Township for the first offense. The Contractor will pay a penalty of Five Thousand Dollars (\$5,000) for each additional offense or at the option of the Township the contract may be terminated.
- h. Spilled materials – Failure to clean up spilled municipal waste or designated recyclable materials, the sum of one hundred fifty (\$150.00) Dollars per offense.

27. LABOR DISPUTE

In the event that the Contractor shall be unable to make collection of municipal waste and recyclables as required under the contract because of a labor dispute against the Contractor, the Township, at their option, may employ other persons or corporations to make such collections and payments to Contractor shall cease while such other persons or corporations are making such collections. In addition, the Township may at their option cancel the contract in the event the Contractor shall be unable to make collections of refuse as required under the contract because of such a labor dispute.

28. ASSIGNING AND SUBLETTING OF CONTRACT

This contract shall not be assigned nor sublet without the prior written consent of all parties.

29. EMPLOYMENT OF WORKERS

With respect to all work to be performed under this contract, the Parties to this contract do hereby agree:

- a. In hiring of persons for the performance of work under this contract or any subcontract hereunder, neither the exclusive collector nor any of its subcontractors, shall by reason of race, color, religious creed, handicap, national origin, ancestry, sex or age, discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. Neither the exclusive collector nor any of its subcontractors, nor any person acting on their behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder on account of race, color, religious creed, handicap, national origin, ancestry, sex, or age.

30. AMERICANS WITH DISABILITIES ACT

All bidders must warrant that they are in compliance with the Americans with Disabilities Act (Public Law 101-336) and will, in carrying out the requirements of any and all contracts with the Township, comply in all respects with the provisions of the Act and its implementing requirements.

31. EXECUTION OF AGREEMENT

The successful bidder shall within twenty (20) days of notification of the award of the bid, furnish to the Township three (3) executed copies of the Agreement with original signatures. Should the bidder fail to furnish the executed Agreement within twenty (20) days, the contract shall be void.

WARRINGTON TOWNSHIP STREET AND ROAD LIST

<u>Public Roads</u>	<u>House number</u>	<u>Directions</u>
Alpine Road (PennDOT)	10 through 2060	From Rosstown Road to Carlisle Road
Alverta Court	101 through 104	From Carlisle Road to cul-de-sac
Antietam Drive	8164 through 8198	From Bull Road to cul-de-sac
Aspen Drive	25 through 200	From S York Road to cul-de-sac
Barren Valley Road (E)	10 through 70	From Carlisle Road to Washington Twp line
Barren Valley Road (W)	178 +315 through 509	From Kralltown Road to Washington Twp line
Beaver Creek Road	85 through 400	From Old York Road to cul-de-sac
Benedicts Road	5 through 485	From Quaker Meeting Road to Detters Mill Rd
Bentzel Road	25 through 980	From Krone Road to Stone Jug Road
Big Rock Drive	15 through 290	From Carlisle Road - loops to Carlisle Road
Blue Hill School Road	89 (one dwelling)	From S Winding Road to Pine Hill Road
Boring Bridge Road	150 through 775	From Bull Road to Kunkles Mill Road
Bull Road	7100 through 8160	From Newberry Twp line to Conewago Twp line
Bumble Bee Hollow Road	50 through 295	From Detters Mill Road to dead end
Buttercup Lane	110 through 129	From Pinetown Road to Lily Court
Byers Road	20 through 100	From Crane Road to Carlisle Road
Cabin Hollow Road	325 through 510	From Mt Zion Road to Carroll Twp line
Camping Area Road (E)	560 through 1200	From Carlisle Road to dead end
Camping Area Road (W)	20 through 495	From Zeigler Road to Carlisle Road
Carlisle Road (PennDOT)	7065 through 7850	From Dover Twp line Wellsville Boro line
Carlisle Road (PennDOT)	8380 through 9005	From Wellsville Boro line to Washington Twp
Carlisle Road (PennDOT)	9300 through 9770	From Washington Twp line to Carroll Twp
Carroll Street	15 through 75	From Lisburn Road to Community Street
Catalpa Lane	95 (one dwelling)	From Mt Zion Road to Cedar Drive
Cedar Drive	70 through 270	From Mt Zion Road to Catalpa Lane
Church Road	65 through 225	From Rosstown Road, loops to Rosstown Road
Colonial Court	104 through 109	From Lisburn Road to cul-de-sac
Community Street	105 through 150	From Carroll Street to dead end
Conewago Avenue	20 through 80	From Rainbow Trail to cul-de-sac
Conley Road	20 through 400	From Newberry Twp line to Alpine Road
Crane Road	200 through 400	From Mt Zion Road to Carlisle Road
Deardorff Road	10 (one dwelling)	From W Barrens Valley Road to Washington Twp
Detters Mill Road	100 through 1797	From Carlisle Road to Washington Twp line
Farm Valley Road	5 through 255	From Carlisle Road to Walnut Drive
Fickes Road (PennDOT)	20 through 1400	From Old York Road to Carlisle Road
Forrays Court	5 through 58	From Kunkles Mill Road to dead end
Game Road	No dwellings	From Old York Road to S York Road
Harmony Grove Rd(PennDOT)	6770 through 8290	From Dover Twp line to Carlisle Road
Honey Road	9 through 185	From Old York Road, loops to Old York Road
Kralltown Road	15 through 212	From Carlisle Road to Washington Twp line
Krone Road	95 through 275	From Rosstown Road loops to Rosstown Road
Kunkles Mill Road	840 through 1495	From Conewago Twp line to New Bethel Road
Lakeview Court	10 through 66	From Rosstown Road to cul-de-sac
Lily Court	201 through 223	From Pinetown Road to cul-de-sac
Lisburn Road	15 through 1675	From Pinetown Road to Carroll Street
Memory Lane	125 through 250	From Detters Mill Road to dead end
Mine Bank Road	81 through 180	From Harmony Grove Road to Washington Twp

<u>Public Roads</u>	<u>House number</u>	<u>Directions</u>
Mockingbird Road	10 through 250	From Carlisle Road to dead end
Mountainview Court	5 through 50	From Rosstown Road to cul-de-sac
<u>Public Roads</u>	<u>House number</u>	<u>Directions</u>
Mt Airy Road	30 through 765	From Rosstown Road to Pinetown Road
Mt Zion Road	60 through 1100	From Ridge Road to Carroll Twp line
New Bethel Road	20 through 60	From Alpine Road loops to Alpine Road
New York Road	10 through 195	From Benedicts Road to S Winding Road
Nursery Road	3 through 925	From Quaker Meeting Road to Bumble Bee Hollow
Old Dominion Road	10 through 35	From Harmony Grove Road to cul-de-sac
Old Mountain Road	200 through 1755	From Old York Road to W Spring Valley Road
Old Orchard Road	60 through 125	From Old York Road to dead end
Old York Road (PennDOT)	10 through 2058	From Rossville to Carroll Twp line
Peiffer Road	No dwellings	From Minebank Road to Washington Twp line
Pine Hill Road	145 (one dwelling)	From Quaker Meeting Road to Blue Hill School Rd
Pinetown Road (PennDOT)	827 through 850	Shared driveway exits to Fairview Twp Pinetown
	1455 through 2511	From Rosstown Road to Fairview Twp line
Poplar Road	20 through 750	From Old York Road to Ridge Road
Quaker Meeting Road	95 through 975	From Carlisle Road to Harmony Grove Road
Quarry Road	70 through 385	From Yeager Road to Fickes Road
Rainbow Trail	15 through 125	From Alpine Road loops to Alpine Road
Red Rock Avenue	40 through 125	From Detters Mill Road to Washington Twp line
Ridge Road	15 through 1580	From Old York Road to Washington Twp line
Ridge Road (PennDOT)	1605 through 1900	From Carlisle Road to Washington Twp line
Robson Road	113 through 405	From Poplar Road to Old Mountain Road
Rock Ridge Road	20 through 150	From Twin Lakes Road to Bull Road
Rocky Wood Lane	15 through 70	From Pinetown Road to cul-de-sac
Rosstown Road (PennDOT)	1055 through 3425	From Fairview/Newberry Twp line to Rossville
Roundtop Road	500 through 1645	From Monaghan Twp line to Pinetown Road
S York Road (PennDOT)	905 through 1370	From Game Road to Monaghan Twp line
Spangler Road	55 through 100	From Boring Bridge Road to dead end
Spring Valley Road (E)	30 through 425	From Carlisle Road to Ridge Road
Spring Valley Road (W)	505 through 1046	From Ridge Road to Carlisle Road
Squire Gratz Road	50 through 500	From Old York Road to Thundergust Mill Road
Stone Jug Road	125 through 775	From Rosstown Road to Mt Airy Road
Straight Hill Lane	10 through 40	From Big Rock Drive to dead end
Sunrise Avenue	5 through 40	From Rainbow Trail to cul-de-sac
Thundergust Mill Road	30 through 555	From Pinetown Road to Lisburn Road
Twin Lakes Road	1030 through 1395	From Rosstown Road to Bull Road
Walnut Drive	30 through 90	From Farm Valley Road to Ridge Road
Warrington Street	140 through 152	From Wellsville Borough line to dead end
Warrington Ways	10 through 150	From Carlisle Road loops to Carlisle Road
Wellsville Road (PennDOT)	90 through 720	From Wellsville Borough to Washington Twp line
Whitetail Terrace	10 through 80	From Old York Road to cul-de-sac
Willow Road	85 through 175	From W Spring Valley Road to dead end
Winding Road (N)	25 through 140	From Harmony Grove Road to Quaker Meeting Rd
Winding Road (S)	210 through 1125	From Quaker Meeting Road to Blue Hill School
Yeager Road	40 through 725	From Carlisle Road to Ridge Road
Zeigler Road	10 through 1069	From Carlisle Road to Wellsville Borough line

Approximately 98.66 miles

<u>Private Roads</u>	<u>House number</u>	<u>Directions</u>
Fairmont Avenue end	14 through 42	From Wellsville Borough line to dead
Garrett Road	503 through 695	From Old Mountain Road to dead end
Pennsylvania Avenue dead end	1500 through 1815	From Carroll Twp Mt Zion Road to
Popcorn Lane	1 (only 1 industrial property)	From Carlisle Road to dead end
Sanderson Drive	20 through 22	From Mt Airy Road to dead end

**BID FOR COLLECTION, DISPOSAL, AND MARKETING
OF MUNICIPAL WASTE, YARD WASTE, AND RECYCLABLES
WARRINGTON TOWNSHIP, YORK COUNTY, PENNSYLVANIA**

Date: _____

The undersigned, having read the Notice to Bidders, General Specifications for Collection and Disposal of Refuse, hereby offers to furnish all labor, material and equipment required to collect, dispose or market all municipal waste, yard waste, and recyclables collected within the corporate limits of the Township of Warrington as it presently exists, pursuant to and in strict and full compliance with the General Specifications for Collection and Disposal of Refuse hereto attached, and by this reference made a part of this offer, for and during the term as specified for the two (2) Options below plus bulk item collection, Christmas tree collection, and yard waste collection at those annual rates (payable in quarterly installments) stated below:

January 1, 2024 – December 31, 2024:

- Option (a)**
- (i) Four (4) container limit (plus voluntary recycling)
\$ _____ Per Dwelling Unit per Year
 - (ii) Eight (8) container limit (plus voluntary recycling)
\$ _____ Per Dwelling Unit per Year
 - (iii) Per-Bag Service (plus voluntary recycling)
\$ _____ Per Bag

Or:

- Option (b)** Contractor Provided Mobile Carts
\$ _____ Per Dwelling Unit per Year

Each option above shall include the bulk item collection, Christmas tree collection and free collection from Township Properties.

January 1, 2025 – December 31, 2025:

- Option (a)**
- (i) Four (4) container limit (plus voluntary recycling)
\$ _____ Per Dwelling Unit per Year
 - (ii) Eight (8) container limit (plus voluntary recycling)
\$ _____ Per Dwelling Unit per Year
 - (iii) Per-Bag Service (plus voluntary recycling)
\$ _____ Per Bag

Or:

- Option (b)** Contractor Provided Mobile Carts
\$ _____ Per Dwelling Unit per Year

Each option above shall include the bulk item collection, Christmas tree collection and free collection from Township Properties.

January 1, 2026 – December 31, 2026:

- Option (a)**
- (i) Four (4) container limit (plus voluntary recycling)
\$_____ Per Dwelling Unit per Year
 - (ii) Eight (8) container limit (plus voluntary recycling)
\$_____ Per Dwelling Unit per Year
 - (iii) Per-Bag Service (plus voluntary recycling)
\$_____ Per Bag

Or:

- Option (b)** Contractor Provided Mobile Carts
\$_____ Per Dwelling Unit per Year

Each option above shall include the bulk item collection, Christmas tree collection and free collection from Township Properties.

January 1, 2027 – December 31, 2027:

- Option (a)**
- (i) Four (4) container limit (plus voluntary recycling)
\$_____ Per Dwelling Unit per Year
 - (ii) Eight (8) container limit (plus voluntary recycling)
\$_____ Per Dwelling Unit per Year
 - (iii) Per-Bag Service (plus voluntary recycling)
\$_____ Per Bag

Or:

- Option (b)** Contractor Provided Mobile Carts
\$_____ Per Dwelling Unit per Year

Each option above shall include the bulk item collection, Christmas tree collection and free collection from Township Properties.

January 1, 2028 – December 31, 2028:

- Option (a)**
- (i) Four (4) container limit (plus voluntary recycling)
\$_____ Per Dwelling Unit per Year
 - (ii) Eight (8) container limit (plus voluntary recycling)
\$_____ Per Dwelling Unit per Year
 - (iii) Per-Bag Service (plus voluntary recycling)
\$_____ Per Bag

Or:

- Option (b)** Contractor Provided Mobile Carts
\$_____ Per Dwelling Unit per Year

Each option above shall include the bulk item collection, Christmas tree collection and free collection from Township Properties.

ACCOMPANYING THIS BID ARE THE FOLLOWING:

- 1. Certified Check or Bid Bond, payable to Warrington Township in the amount of \$25,000.00.**
- 2. A copy of the Company's required financial statements.**
- 3. One (1) set of General Specifications and Disposal of Refuse in the Township of Warrington.**
- 4. If the Bidder is a partnership, it must be indicated, and all partners must sign.**
- 5. Written proof that Contractor has or can obtain permission to use the specified incinerator and/or landfill throughout the term of the contract.**

Company Name: _____

Address: _____

Email Address: _____ **Telephone:** _____

Attest:

Title:

(CORPORATE SEAL)

By: _____

Title:

By: _____

Title

By: _____

Title

