

DILLSBURG BOROUGH

SOLID WASTE AND RECYCLING BID **And Contract Information**

April 1, 2012

TRASH COLLECTION/RECYCLING BID AND CONTRACT DOCUMENTS

The Borough of Dillsburg is seeking bids for mandatory residential trash and recycling collection. The services being sought are further described in these Bid Documents. It is the intent of the Borough to award an exclusive contract to the successful bidder. The new contract is to begin April 1 of 2012 and continue to be in force for a period of at least three years, through March 31, 2015, with the option to extend the contract for up to two (2) additional one (1) year periods. These extensions will be based upon a mutual agreement between Dillsburg Borough and the contracted hauler.

BID/CONTRACT ITEMS:

1. The Borough System will utilize 32-gallon trash bags with a maximum allowable weight of fifty (50) pounds per bag placed at curbside. Residents may also choose to place the plastic bags in trashcans at curbside.
2. Single Stream recycling items are to include at least: aluminum, steel and bi-metal cans; newspapers; mixed paper; cardboard; clear, brown and green glass; and plastics (#1 and #2/PET-HDPE).
3. The contract hauler shall provide the customer with the option of using a per-bag service, with the customer purchasing and being billed for a minimum of 13 bags, stickers or tags provided by the hauler every 6-months directly from the contract hauler (Arrangements may be made with the Borough to distribute these items and collect payments for the contracted hauler), or a quarterly service providing for the collection of up to four bags of the customer's choice, and one (1) bulk item per week. The bulk items such as appliances, couches or chairs must be items that two persons would be able to lift. Any items containing freon such as air conditions, refrigerators or dehumidifiers, would need to be scheduled separately by directly calling the contract hauler. Residents that have trash for disposal in a volume exceeding the four-bag limit may purchase additional bags, stickers or tags or make special arrangements with the contract hauler for any additional bags to be collected. The contract hauler shall provide the option of dumpster service for commercial sites and/or multi-family dwellings exceeding two units in the same building. Either weekly or bi-weekly dumpster collection service is assumed. If this service is less frequent than bi-weekly, the contractor may charge a monthly rental for the container, provided that the contractor makes the user aware of the rental charge in advance. Residents are permitted to make separate arrangements with the contract hauler for disposal of restricted items or otherwise cannot be disposed of using ordinary collection means.
4. The weekly trash collection for all contract hauler customers will include the collection of recycling material placed in separate tub/containers/dumpsters.
5. The contract hauler will be responsible for all customer billings. The contractor may bill for the quarterly service one quarter in advance or bill for 13 bags every 6-months. Residents will be able to choose a service arrangement beginning with the quarter that starts April 1, 2012. Residents shall not be obligated to continue this method of service beyond the quarter for which payment has been made. The

contractor may choose to offer prorated rates for partial quarters, but the cost shall be prorated from the bid price per quarter.

6. The contract hauler will be an exclusive residential hauler, with an exclusive contract.
7. The term of this contract will be at least three years through March 31, 2015.
8. Collection of trash shall be on the designated Tuesday, Wednesday or Thursday of each week between the hours of 7:00 A.M. and 7:00 P.M. except for holiday schedule changes, emergencies, or special weather conditions. Schedule changes, other than emergencies, shall be approved by the Borough with at least a 24-hour advance notice.

SPECIAL SERVICES:

The following special conditions and services are assumed to be part of the contract when awarded at no additional itemized charge to the Borough, or any other party.

1. The owner of Pin Oak Park, a 121-unit mobile home park in the Borough, may choose any of the curbside trash and refuse collection methods listed in this contract. As an alternate, the owner may choose to use a method utilized in the past. The method used in the past involves the payment directly by the owner to the contractor of an amount per month, per unit for weekly curbside service. No volume limit has been used in the past. For the purpose of this bid, it is assumed that there would be a limit of up to four, thirty/thirty-two gallon containers per week. The cost would be billed directly to the owner by the contractor.
2. The contract will include the placement, collection from, and disposal costs for a four c. y. dumpster at the Borough Maintenance Building located at 10 U.S. Route 15 North and a dumpster, size to be determined, at the Dillsburg Community Park located off Chestnut Street when park opens. Service is to be up to two times per week.
3. Residents will be permitted to fill a thirty gallon/thirty-two gallon size trash container with yard waste to include grass clippings, trimmings, sticks and branches, and essentially any other vegetative material (up to three inch diameter tree and shrub cuttings, maximum 36" long, up to 50 lbs. per container) and place the container at curbside for collection with the regular trash collection each week. This container will count toward the maximum number of bags allowed per week.
5. The contract hauler shall provide services for Farmer's Fair, a yearly community event held the third full weekend in October, including:
 - a. On Friday night, between 10:30 P.M. and midnight (Exact time to be determined and agreed upon yearly.), trash is collected by a truck that travels along Baltimore Street between Franklin Street and Church Street. The trash is that which is generated by food vendors at their booths.
 - b. On Saturday night between the approximate times of 11:00 P.M. and midnight (Exact time to be determined and agreed upon yearly.), a truck travels the same route as mentioned above for the same purpose.
 - c. On Sunday morning beginning at approximately 7:00 A.M. a truck travels the streets along the parade route (South Baltimore Street, North Baltimore Street, Church Street, South Second Street, North Second Street and Franklin Street) along with volunteers who sweep trash from the streets for disposal in the truck.

- d. The Fair Association requires a 40 c. y. roll-off dumpster for use between Friday Noon and Sunday morning. The Fair Association is responsible for identifying a suitable location for the dumpster. It is to be used for trash accumulated during the event. The dumpster must be delivered no later than Monday morning at 9:00 A.M. and removed between 10:00 A.M. and noon on Sunday.
 - e. If weather or other conditions produce a change in schedule for the event, alternate arrangements will be made with the contractor.
 6. The contract hauler shall collect additional trash from properties where new residents move to the Borough and arrange for service with the hauler. This is a service to be provided during the first three weeks after the move is complete. Material to be accepted, on two consecutive pick-up days, include cardboard, packing materials and similar materials associated with a residential move.

SERVICE REQUIREMENTS:

1. All work required under this contract shall be completed in a clean and sanitary manner. It is the responsibility of the contract hauler to assure that all workers employed to meet these contract requirements shall be trained and knowledgeable in the requirements of collection for the Borough. Work shall be performed in a manner that minimizes disturbances of Borough residents. The contract hauler is responsible for any damage to the property of others while performing work under this contract.
2. It is the responsibility of the contract hauler to use and maintain vehicles that are appropriate for the efficient and effective completion of the contract. Vehicles are to be kept in good and safe operating condition, be enclosed, and be of a type or condition that will not allow spills or leakage. It is required that the contract hauler immediately clean up any spills, leakage or loss of trash from trucks lost in collection. The contract hauler is further responsible to clean up any trash lost from containers during collection that are a result of negligence by hauler personnel.
3. It is required that all non-disposable containers used by residents be returned to the location where they were placed before being emptied by the contract hauler, and the contract hauler is not required to collect any material that will not be accepted at the County Refuse Authority. If collection is not made due to content, weight or size (more than four feet long and/or wide), the contract hauler shall immediately place an explanatory notice at the property and/or immediately notify the customer by telephone of the reason(s) the collection was not made. The Borough should also be notified.
4. Collection vehicles are not permitted in Alleys, except for the collection of dumpster containers.
5. It may be necessary to require the contract hauler to collect from a back or side door, or other convenient location at a property, in special cases wherein a physical disability causes the placement of trash and recycles at curbside to become a hardship. The applicability of any proposed hardships shall be decided by the Borough if any are brought to its attention, and the contract hauler shall be notified. In no case shall the contract hauler be required to collect from a location in excess of 100 feet from curbside.
6. The contract hauler shall provide monthly reports, along with a yearly summary, to the Borough that provide the weight, type and volume of all Residential waste and recycles collected, as well as, weight, type and volume of all Commercial waste and recycles collected.

CUSTOMER SERVICE:

The Borough considers Customer Service to be a very important part of this contract. The contract hauler shall provide published telephone contact information for customers to use for customer service inquiries. All customer inquiries are to be answered the same day. The contract hauler shall provide emergency contact telephone numbers to be used by the Borough after normal business hours. Such personnel shall be available for a response within 30 minutes of the placement of the call by the Borough.

In the case where a customer complaint has not been resolved, the Borough shall act as mediator to facilitate resolution of the complaint. The Borough reserves the right to assess penalties for failure of the contract hauler to resolve complaints that have required Borough intervention.

PENALTIES FOR CONTRACT VIOLATIONS:

The Borough reserves the right to use legal means seeking enforcement of and recovery for contract violations. Additionally, this contract assesses the same current penalty costs for contract violations that apply to other Borough Ordinances.

MISCELLANEOUS CONTRACT PROVISIONS:

The contract hauler shall keep the provisions of this contract under his sole control and shall not sublet or assign any part of this contract, for any reason whatsoever, to any other party without the express, written consent of the Borough in advance.

If all or part of the work under this contract is abandoned by the hauler, or if this contract shall be assigned or the work sublet other than as herein specified, or if, at any time, the Borough Council shall be of the opinion, and certify in writing (certificate shall be final, binding, and conclusive on the hauler), that the performance of the hauler is unnecessarily or unreasonably delayed, or the hauler 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 Borough Council may cancel or terminate the contract by written notice to be served upon the hauler. If the contract is terminated by the Borough for the above stated reasons, the Borough shall have the power and is hereby authorized to perform the work of the contract and to take action to collect the cost of completion of the contract from the performance bond filed by the hauler.

If the hauler shall fail to perform any part of the work called for in the contract in accordance with the terms thereof, and if the Borough Council decides not to cancel and terminate the contract as provided in the previous section, the Borough Council shall have the power and is hereby authorized to perform such work as the hauler shall fail to perform and to do so at the expense of the hauler and to collect the cost of same out of the performance bond filed by the hauler.

Neither the hauler nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

The hauler shall comply with the provisions of the current Worker's Compensation Act and any supplements or amendments thereto relative to Worker's Compensation Insurance and shall furnish proof to the Borough that he has insured his liability thereunder.

The hauler shall procure and maintain, during the life of the contract, contractors Public Liability Insurance, including but not limited to automobile liability insurance, in the amount of not less than \$2,000,000 for injuries including accidental death to any one 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 hauler 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 Borough 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 Borough prior to execution of the contract by the successful bidder.

PUBLIC INFORMATION:

Prior to starting to provide the service included under this contract, the contractor shall develop a Public Notice to distribute to all addresses in the Borough. The Public Notice shall describe the services to be offered, and costs, to effectively inform residents of the new contract terms and service options. The text of the Public Notice must be submitted to the Borough 5 working days in advance, approved by the Borough before distribution. The Borough will provide mailing labels. The contractor is required to prepare and distribute (by mail or other means) the Public Notices (approximately 1200 pieces) to known addresses in the Borough. The Borough shall receive a copy of the Notice for duplication to have available to hand out upon demand. The distribution of the Public Notice shall be accomplished no later than fourteen days before the start of service under the contract. The contractor shall also prepare an advertisement to be placed one time, no less than fourteen days prior to the start of the services under this contract, in the Dillsburg weekly newspaper to further communicate the services offered under the new contract, and to help assure that those who may not have received the Public Notice directly are informed. The advertisement shall be no smaller in size than a quarter page. The text of the advertisement must be approved by the Borough before placement in the newspaper. If requested by the Borough, the contractor shall also send a representative to up to two Borough Council meetings a year.

BID REQUIREMENTS AND CONDITIONS:

1. Bids shall be delivered sealed envelopes addressed to the Borough Manager, Dillsburg Borough, 151 South Baltimore Street, Dillsburg PA 17019, and be clearly marked on the front of the envelope "Dillsburg Borough Trash & Recycling Collection Bid". The bids shall be delivered to the Borough Office at the indicated address, and must be marked as received by Borough staff, no later

than 4:00 P.M. on February 7, 2012. The deadline for submissions will be strictly enforced and bids received after the deadline will not be considered.

2. The bids will be opened and read aloud at the regularly scheduled Committee meeting of the Borough Council to be held at 6:30 p.m. on February 7, 2012 in the Borough Office.

3. All bids shall be complete and submitted on forms provided by the Borough with the bid package. Complete bids are those that include the following:

- a. Bid and Contract Documents
- b. Proposal Form
- c. Bid Bond
- d. Contractor Information Form
- e. Schedule of Bid Prices
- f. Statement of Financial Condition

4. All documents pertaining to the bidding shall be in ink or typed and must be signed by the bidder with his full name. 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 titles of the officers clearly stated.

5. Each bid must be accompanied by a Certified Check or Bid Bond payable to Dillsburg Borough in the amount of 10% of the total estimated contract value over the initial three-year period of the proposed contract. The Bid Bond shall be forfeited to the Borough in the event the bidder refuses or neglects to enter into a contract with the Borough, or refuses or neglects to submit the required Performance Bond. The forfeit of the Bid Bond shall be construed as just and liquidated damages for delays and costs incurred by the Borough as a result. The Bid Bonds shall be returned after the contract is awarded by the Borough and, in the case of the successful bidder, after the Performance Bond is received by the Borough.

6. The successful bidder shall, within ten (10) days of the date notified by the Borough of the award of the contract, execute the contract documents and file with the Borough all documents required to be provided by the contractor as part of the execution of the contract.

7. 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.

8. All bids shall be effective and valid for sixty (60) days from the date that the bids are opened.

9. The award of the Contract shall be made at the sole discretion and judgement of the Borough based on its belief as to the lowest responsible bid. The award shall bind the Contractor to the bid prices for each Item as displayed on the Schedule of Bid prices.

10. The Borough reserves the right to reject any or all bids, and re-advertise for new bids, if in the sole opinion of the Borough, it is in the best interest of the Borough Residents to do so. The Borough may waive any technical defects it deems, in the sole judgement of the Borough, to be immaterial.

11. No proposal will be considered from any person, firm, or corporation who has, in the sole judgment of the Borough, defaulted in the performance of any contract or agreement made with the Borough or who has conclusively shown to have failed to perform satisfactorily under such a contract or agreement. The Borough reserves the right to reject any bid from any person, firm, or corporation who, in the sole judgement of the Borough, can be demonstrated to be not responsible or not having the ability to perform the work under the contract.
12. Proposals or bids that contain erasures or alterations, conditional bids, omissions, or irregularities of any kind, may be rejected as informal.
13. It is the bidder's responsibility to become fully familiar with all of the requirements of the bidding and contract documents, applicable ordinances of the Borough, and applicable County, State and Federal laws and regulations. The bidder shall also be responsible to become familiar with the Borough 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 becoming familiar with all aspects of the contract documents and the Borough shall, in no way, diminish the responsibility to perform the contract in a manner which meets all of the terms and requirements of the contract documents.
14. The required Performance Bond shall be reviewed by the Borough Solicitor to determine that it is appropriate for the intended purpose. The amount of the Performance Bond shall be not less than 50% of the total estimated contract value over the initial three-year period of the proposed contract. Failure to submit an appropriate Performance Bond within the required time frame shall nullify the contract award.
15. Bidders shall make their own, independent analysis of sales and use tax laws for products and services to be offered under this contract. All taxes deemed applicable by the bidder shall be considered part of the prices bid without additional payment.
16. The Bid Specifications, Proposal Form, and all accompanying required documents shall become part of the contract awarded and entered.

PROPOSAL FORM
Dillsburg Borough
Solid Waste and Recycling Bid and Contract

Contract Term: Beginning April 1, 2012

To Dillsburg Borough, York County, Pennsylvania:

The undersigned*,

if this proposal is accepted, does hereby agree to furnish all items and to provide and furnish all labor, tools and equipment, utility and transportation services and materials, all as required for performance of this contract, in complete conformance with the contract documents at the prices given.

The undersigned declares that he/she has carefully examined all bid and contract documents and thoroughly understands what is stipulated and required.

The cost of any work performed, materials furnished, services provided or expenses incurred for work related to this contract but for which no special pay item has been provided, all shall be deemed to have been included in the prices bid for various items in the bid.

If this proposal shall be accepted by the Borough and the bidder shall refuse or neglect, within ten (10) days notice, to proceed with execution of the Contract, and provision of Performance Bond and required certificates of insurance, then the deposit or bid security shall be forfeited to the Borough as liquidated damages and shall be paid into the Borough General Fund.

***NOTE:** The name and address of the bidder shall be inserted here and, in the case of a firm or partnership, the name of each and every member of the firm or partnership must be inserted, and in the case of a corporation, the complete name and address of the corporation and the state where incorporated must be inserted and the proposal shall be signed by an authorized official of the corporation together with the official corporate seal.

Proposal Form
Dillsburg Borough
Solid Waste and Recycling Bid & Contract
Page Two

The Borough may cause any notice and return of certified checks and bid bonds intended for the undersigned to be delivered at or sent, postpaid, by mail to:

Acknowledgement is hereby indicated of the receipt of Addenda follows: (If none received, write in "none".)

PRICE LIST – SEPARATE DOCUMENT

The undersigned states that there are no persons interested as principals in this Proposal other than those named herein.

This proposal is made without any connection with any other person making a proposal or bid for the same purpose and is, in all respects, fair and without collusion or fraud.

Bidder's Name and Authorized Signature

_____ (Company name on this line)

Signature _____ (typed/printed name of person signing) _____ Date _____

Additional Signature _____ (typed/printed name of person signing) _____ Date _____
(If Applicable)

Corporate Seal (If Applicable)

Acceptance By Borough of Dillsburg (If Awarded to this Bidder)

By: _____ President

Attest: _____ Secretary

Signature Date: _____

End Proposal Form

CONTRACTOR INFORMATION FORM

Dillsburg Borough
Solid Waste and Recycling Bid
December, 2006

Contract Term: Beginning April 1, 2012

(Please type or print all requested information, except signature)

A. Name of Bidder: _____

B. Primary Contact Person(s) For Bidder:

Name: _____ Daytime Telephone: _____

Name: _____ Daytime Telephone: _____

C. Emergency Contact Person and Telephone:

Name: _____ Phone Number _____

D. References (Other Pennsylvania municipalities where service is performed under Contract.

1. Municipality: _____

Daytime Telephone: _____

Contact Person: _____

2. Municipality: _____

Daytime Telephone: _____

Contact Person: _____

3. Municipality: _____

Daytime Telephone: _____

Contact Person: _____

Contractor Information Form
Dillsburg Borough
Solid Waste & Recycling Bid & Contract
Page Two

E. Equipment Description: Please describe all equipment that is to be used for the purpose of completing work described under this contract. The description should include year, make, capacity, and general condition.

Signature for the Bidder: _____

Printed Name & Title

Date: _____

SCHEDULE OF BID PRICES

Dillsburg Borough
Solid Waste and Recycling Bid and Contract

Contract Term: Beginning April 1, 2012

Ending: _____

Day of the Week Collection will be made: _____

Description of Service

Price

Standard Service: _____ per quarter

Includes 4 bag limit, unlimited recycling and 1 large item – weekly

Per Bag Service: _____ per bag/tag

Includes weekly recycling and bag/tag can be used on 1 large item per week
Minimum purchase of 26 tag/bag per year – 13 every 6 months

Bid Pricing Submitted By (Official Name of Bidder):

Authorized Signature(s):

Printed Name & Title

Printed Name & Title

Date: _____

Date: _____

DILLSBURG BOROUGH

151 South Baltimore Street, Dillsburg, PA 17019-1008

Phone: 717-432-9969 Fax: 432-0521

E-mail: dillsburg@dillsburg.com Website Address: Dillsburg.com

The Borough's present trash Hauler has given us the following figures:

710 – Standard curbside service

100 – Tag/bag service

974 tags were sold in 2006