

REFUSE COLLECTION BID PROPOSAL
FOR THE TOWNSHIP OF FRANKLIN

THE UNDERSIGNED, hereinafter referred to as "Refuse Collector", hereby submits the following as its Refuse Collection Bid Proposal in response to the Request for Bids made by the Township of Franklin:

1. For and in consideration of the sums set forth below, Refuse Collector agrees to collect and dispose of Municipal Waste and Recyclable Materials generated in the Township of Franklin in accordance with the following specifications:

For a period of three (3) years, commencing on July 1, 2022, and ending on June 30, 2025, with one optional 2-year renewal:

(i) Collection and Disposal of Municipal Waste and Recyclable Materials once weekly with an option of:

A. Maximum of 4 bags Municipal Waste per week;

B. Individual bags with a minimum of 18 Municipal Waste bags per year with bags to be sold by the Township (or by the Refuse Collector at the Township's option);

(ii) One Large item per unit collected weekly.

Option "A" — Price per dwelling unit: \$ _____ per __ quarter __ bi-annually

Option "B" — Price per bag: \$ _____

If Refuse Collector requires participating Residential Dwelling Units to use a receptacle provided by Refuse Collector for Municipal Waste, the Refuse Collector shall specify the following:

Price per receptacle: \$ _____ per __ quarter __ bi-annually

Refuse Collector shall specify the charge for Recycling Containers:

Price per Recycling Container: \$ _____ per __ quarter __ bi-annually

The above amounts shall be the total amount to be billed including any surcharges for fuel or tipping fees or other special charges or fees. Note: The "total amount to be billed" in the preceding sentence permits a revenue neutral pass-through to account for an increase/decrease in the rate charged by the York County Solid Waste facility, its successors or assigns.

2. All information and data pertaining to collection tonnage, container sizes, and other refuse details, are set forth in Specifications for Collection and Disposal of Municipal Waste and Designated Recyclable Materials in the Township of Franklin ("Specifications"). The information set forth in the Specifications and the General Requirements and Conditions for Bidding ("General Conditions") are incorporated by reference into this Bid Proposal, and those Specifications and General Conditions may be obtained directly from the Township Offices.

3. Refuse Collector submits herewith a bid bond, cash, certified check, cashier's check or money order in the amount of ten thousand dollars (\$10,000).

4. In the event Refuse Collector is awarded a contract, Refuse Collector will execute a contract within ten (10) days of notice of the award and shall deliver to the Township a performance bond with good and valuable surety in the amount equal to the amount to be billed to 1125 Residential Dwelling Units for one year at Option A (including any fees specified above for receptacles and/or Recycling Containers for that one year).

IN WITNESS WHEREOF, Refuse Collector, or its authorized representative, has hereunto set its signature on this the _____ day of _____, 2022.

WITNESS:

By: _____
Refuse Collector (individual or partnership)

Individual or Partnership Name
(print)

ATTEST:

By: _____
Refuse Collector (corporation)

Name of Corporation (print)

MUNICIPAL WASTE DISPOSAL AGREEMENT

THIS AGREEMENT, entered this day _____ of the year 2022, by and between FRANKLIN TOWNSHIP, a municipality organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 150 Century Lane, Dillsburg, Pennsylvania 17019 (hereinafter referred to as the "Township") and _____, a _____ (entity type: business corporation, limited liability company, etc.), authorized to do business in the Commonwealth of Pennsylvania, with an address of _____ (hereinafter referred to as the "Collector"):

Witnesseth:

WHEREAS, the Township requested bids for the collection and disposal of Municipal Waste and Recyclable Materials for an initial three-year period to begin on July 1, 2022; and

WHEREAS, the Collector was the lowest responsible bidder for a three-year contract term, beginning July 1, 2022, and ending on June 30, 2025, including two options for weekly collection and disposal for Municipal Waste and Recyclables and one large item per limit collected weekly; and

WHEREAS, the Township and the Collector desire to enter into an Agreement for the collection and disposal of Municipal Waste and Recyclable Materials consistent with the Township's Specifications and General Conditions with the Collector's bid.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and promises herein set forth, and intending to be legally bound hereby, do hereby agree as follows:

1. Term. This Agreement shall have a term of three (3) years, beginning on July 1, 2022, and ending on June 30, 2025. This contract can be renewed for an additional two-year term at the same price and with the same terms and conditions upon ninety (90) days written notice by Collector to Township. If Township is not desirous of renewing the contract, it shall so advise Collector in writing within sixty (60) days of receipt of Collector's notice to renew. Township is not required to renew the contract.

2. Payment. The Collector agrees that, unless otherwise noted here, it will bill the owners of the participating Residential Dwelling Units of the Township directly in the following amounts depending on which option is selected by the resident.

Maximum 4 bags per week \$ _____ (Select: __ quarterly or __ bi-annually)

Per Bag (minimum 18 bags per year) \$ _____

If Refuse Collector requires participating Residential Dwelling Units to use a receptacle provided by Refuse Collector for Municipal Waste, the price per receptacle shall be: \$_____ per __quarter__ bi-annually.

The price per Recycling Container shall be: \$_____ per __quarter__ bi-annually.

The above amounts shall be the total amount to be billed including any surcharges for fuel or tipping fees or other special charges or fees. Note: The "total amount to be billed" in the preceding sentence permits a revenue neutral pass-through to account for an increase/decrease in the rate charged by the York County Solid Waste facility, its successors or assigns.

3. Specifications. The Specifications for the Collection and Disposal of Municipal Waste and Designated Recyclable Materials ("Specifications") within the Township are attached hereto as Exhibit "A" and incorporated herein by reference. The General Requirements and Conditions for Bidding ("General Conditions") are attached hereto as Exhibit "B", and incorporated herein by reference. Collector agrees to be bound by the said Specifications and General Conditions for the duration of the term of this Agreement.

4. Severability. In the event any provision or part thereof, whether appearing in this Agreement, including Exhibits "A" or "B", is determined to be unlawful, then only that specific provision or part thereof—whichever shall be the more limited—shall be struck, and the remainder shall continue to be binding upon the parties hereto.

5. Interpretation. The parties hereto waive any doctrine of interpretation that would construe an ambiguity in this Agreement, including Exhibits "A" or "B", against the draftsman simply by virtue of being the draftsman.

6. Notwithstanding anything to the contrary in this Agreement, the Specifications, or the General Conditions, the following provision shall apply: The Collector shall dispose of Municipal Waste at the York County Solid Waste facility for the length of the Agreement. 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 Agreement, the Collector shall increase/decrease the rate charged to participating Residential Dwelling Units by an amount equal to the per ton increase/decrease imposed by the York County Solid Waste and Refuse Authority. The Collector and the Township shall mutually agree as to the per unit cost charge that results in a revenue neutral pass-through to each participating Residential Dwelling Unit. The Collector shall not be permitted to profit from any increase or decrease in the disposal cost charged after the commencement of the Agreement and for any renewals permitted hereby.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date and year first above written.

ATTEST:

FRANKLIN TOWNSHIP

Secretary

By: _____
Chairman

WITNESS:

By: _____
Refuse Collector (individual or partnership)

ATTEST:

Individual or Partnership Name (print)

By: _____
Refuse Collector (corporation)

Name of Corporation (print)

SPECIFICATIONS
FOR COLLECTION AND DISPOSAL OF
MUNICIPAL WASTE AND DESIGNATED RECYCLABLE MATERIALS
IN THE TOWNSHIP OF FRANKLIN, YORK COUNTY PENNSYLVANIA

1. GENERAL

(a) Voluntary participation — Residential Dwellings only. The Township of Franklin, by Ordinance 2018-1, adopted a voluntary trash collection and recycling program as to Residential Dwellings.

(b) Collection. During the period beginning July 1, 2022, and ending June 30, 2025, the Collector shall collect and dispose of refuse and recyclables from participating Residential Dwelling Units and from the Township's refuse containers in accordance with these Specifications and applicable requirements of law and of the Pennsylvania Department of Health and Environmental Protection. Collection shall not be made from non-participating Residential Dwelling Units, apartments of 4 or more units, schools, commercial and industrial uses, or business or non-profit entities. Collection shall be made from mobile home parks once their current contracts (entered into prior to Ordinance 2018-1) for waste collection have terminated.

(c) Payment. The Collector shall establish the fee for collection and disposal of Refuse and Recyclable Materials. The fee shall be payable to and collected by the Collector quarterly or bi-annually from owners of Residential Dwelling Units who participate in the program. Payment for individual bags shall be collected by the Collector at the Township's option.

(d) Notice. Collector shall be responsible for notification to residential units and existing collectors regarding termination of contracts with existing collectors and commencement of this waste collection program.

2. DEFINITIONS

As used in these Specifications, the following words and terms shall have the following meanings:

APPROVED CONTAINER — A 32-gallon plastic bag or container with a lid, which container or bag, when filled, weighs no more than 50 pounds. Collector may furnish its own receptacles, equal to or greater than 64 gallons but not to exceed a capacity of 96 gallons; however, such receptacles shall be considered as the equivalent of two Approved Containers for the purposes of the contract. The term includes a bundle of tree and shrubbery cuttings no more than 4 feet long and 2 feet in diameter.

COLLECTOR -An individual, partnership, firm or corporation which has been licensed by the Commonwealth of Pennsylvania to collect and transport Municipal Waste.

MUNICIPAL WASTE or REFUSE — Garbage, debris, ashes, leaves, grass clippings, sticks, waste and other organic and inorganic materials normally produced at residential dwellings. The term shall not include industrial or construction waste, furniture, automobiles, automobile parts and tires (except a single automobile tire without a rim, which may be picked up as a single large item), materials from demolished buildings or excavations, or similar items. The term does not include Recyclable Materials that have undergone Source Separation.

RECYCLABLE MATERIAL - Any material which would be Refuse but for Source Separation and which will be separated, collected and processed by the Collector into raw materials or products which are beneficially reused (other than as fuel).

RECYCLING - The separation, collection, recovery and sale or reuse of certain specified metals, glass, paper, plastics and other materials which would otherwise be disposed of or processed as regulated Municipal Waste and the recovery of reusable materials other than as fuel for the creation of energy.

RECYCLNG CONTAINER - For Residential Dwelling Units, the term "Recycling Container" shall refer to the container supplied by the Collector.

RESIDENTIAL DWELLING - Any single-family detached, semidetached, or townhouse dwelling or a dwelling within a multifamily building containing fewer than four Dwelling Units.

RESIDENTIAL DWELLING UNIT or DWELLING UNIT - any room or group of rooms in a Residential Dwelling, which room or rooms have fixed cooking facilities arranged for occupancy by one person, two or more persons living together or one family having a separate address.

SOURCE SEPARATION - The process of separating, or the separation of, materials from Municipal Waste at the point of origin for the purpose of Recycling.

TOWNSHIP - The Township of Franklin, York County, Pennsylvania or its authorized representative or representatives.

3. MAXIMUM QUANTITY OF REFUSE

The maximum quantity of Refuse per participating Residential Dwelling Unit shall be the equivalent of four (4) Approved Containers per collection. Participating Residential Dwelling Units

may choose to participate on a per bag basis with a requirement of a minimum of eighteen (18) bags per year. Designated bags shall be available for purchase at the Township offices.

4. TOWNSHIP MAINTAINED CONTANERS

The Collector shall provide the type of container commonly known as a "dumpster" of at least two cubic yard capacity to be located at (1) the Township's building, (2) Century Lane Park, and (3) Ponderosa Park and shall make collection from said containers weekly.

5. REGULAR COLLECTIONS.

(a) Weekly the Collector shall make regularly-scheduled curbside collections at participating Residential Dwelling Units and the Township Refuse containers. No collection shall be made on Mondays or Sundays. Collections may be made no earlier than 6AM or later than 7PM.

(b) If a scheduled collection cannot be made because of a holiday, named below, it shall be made on the following day, unless 2 weeks advance notice of another acceptable date is given to the customer. If a scheduled collection cannot be made because of severe weather conditions, it shall be made during the same week as soon as weather conditions permit. The holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, Collector shall provide to the Township a local number that residents may use to contact Collector until 6PM prevailing time.

(c) One item too large for a container shall be collected weekly. Furniture and appliances that can be picked up by two persons will be accepted. Automobiles, industrial or construction waste, materials from demolished buildings or excavations do not qualify for this collection; however a single automobile tire without a rim qualifies. Notwithstanding anything to the contrary in this document, such large item shall not count toward the maximum amount of weekly Refuse to be collected.

6. RECYCLABLE MATERIAL.

(a) The Collector shall provide curbside collection weekly on the regular Refuse collection date (which excepts Sundays and Mondays) of the following recyclables, the Recyclable Materials:

- (i) aluminum and steel cans;
- (ii) glass bottles and jars;
- (iii) plastic bottles and jugs 1, 2 & 5;
- (iv) newspaper, clean and dry, with no food contact;
- (v) cardboard, dry and flattened, with no food contact;
- (vi) cartons (milk, etc.).

(b) Comingled Recyclable Materials shall be placed for collection in a container provided by the Collector and shall be removed to a processing facility which recovers reusable materials for sale or reuse. Recyclable Materials collected by Collector shall not be disposed of as Refuse without prior approval of the Township.

(c) Recyclable Materials placed at the curb for collection become the property of the Collector upon collection and may not be removed by anyone except the Collector or the property owner or tenant who placed the Recyclable Materials at the curb for collection.

(d) The Collector shall be responsible for the initial delivery and continuing provision of Recycling Containers to participating Residential Dwelling Units.

7. COLLECTION EQUIPMENT

The vehicles and equipment of the Collector shall be adequate for the purpose to which such vehicles or equipment are being put. Any vehicle used for the collection of Refuse shall have a watertight enclosed metal body equipped with a compaction device. Any vehicle used for the collection of designated Recyclable Materials shall be designed to prevent waste materials from blowing or otherwise escaping the vehicle. All vehicles and equipment shall at all times be kept in good repair and operating condition and be reasonably clean and odor free.

Collectors shall not cause or allow any Refuse or Recyclable Materials to be spilled and remain on any private or public property, street or alley during the course of collection or during the course of transporting Municipal Waste and Recyclable Materials within the Township to the place of disposal. The Collector shall promptly clean up any spillage of Municipal Waste or Recyclable Materials. Every effort must be made to prevent scattering of paper and other materials.

8. DAMAGE TO CONTAINERS

The Collector is liable for willful or negligent damage to Approved Containers, Recycling Containers, and/or other refuse or recycling containers and shall replace damaged containers at the Collector's expense with a comparable replacement, within 20 days of being advised of the damage by owner. Failure to comply is punishable by a penalty of up to \$500 imposed by the Township, plus any costs including attorney fees.

9. DISPOSAL

The Collector shall dispose of Refuse only at a site authorized by the York County Solid Waste Authority.

10. DELINQUENT CUSTOMERS

If the participant of a Residential Dwelling Unit fails to pay any charges or fees under section 1 (c), or as otherwise expressly anticipated herein, after they become delinquent, the Collector is solely responsible for pursuit of the delinquent account by any means acceptable under Pennsylvania Law, including suspension or termination of services and filing a civil suit for the collection of charge, interest and costs, including attorney fees.

11. REPORT

(a) The Collector shall make a written quarterly report to the Township covering:

- (i) The amount of Refuse disposed of.
- (ii) The amount of each of the types of Recyclable Material collected.
- (iii) The amount of payment received from customers.
- (iv) Delinquencies in payment.
- (v) Change of ownership of property.
- (vi) Such other related information as the Township may request.

(b) Each collection day, Collector shall notify the Township Secretary of any irregular or unusual circumstances in connection with the day's collection, such as (a) waste left standing because of not being in containers or bundled or not conforming to specifications; (b) complaints made to collection crews; and (c) areas missed due to breakdown of equipment.

12. TERM OF CONTRACT AND NUMBER OF COLLECTIONS

The starting date for collection under this contract shall be July 1, 2022. The term of the contract shall be for three years. This contract can be renewed for an additional two-year term at the same price and with the same terms and conditions upon ninety (90) days written notice by Collector to Township. If Township is not desirous of renewing the contract, it shall so advise Collector in

writing within sixty (60) days of receipt of Collector's notice to renew. Township is not required to renew the contract.

13. BOND

A performance bond with surety approved by the Township in a sum equal to the amount to be billed to 1125 Residential Dwelling Units for one year at the four-bags per week option (including any fees specified for Collector-mandated receptacles and/or the Recycling Containers for that one year) shall be furnished by the Collector within ten (10) days of the award of the contract.

14. INDEMNIFICATION

The Collector shall indemnify and hold harmless the Township from and against all claims arising out of the performance of the contract and not directly caused by the negligence or misconduct of Township employees or officials.

15. INSURANCE

The Collector and any sub-contractor shall carry the amount and types of insurance required by the York County Solid Waste Authority.

16. EXPLANATION OF BIDDERS

Any explanation regarding the meaning or interpretation of specifications or other contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

17. BIDDER'S UNDERSTANDING

Bidders should visit the work site to ascertain by inspection pertinent local conditions.

18. PREPARATION OF BIDS

Bids shall be submitted on the forms attached hereto and must be signed by the bidder. A certified check or proposal bond in the sum of Ten Thousand Dollars (\$10,000.00) in favor of the Township as a guarantee of the execution of the contract if awarded to bidder must accompany each bid.

19. REJECTION OF BIDS, WAIVER OF DEFECTS

The Township reserves the right to reject any and all bids. The Township reserves the right to waive any defects or irregularities in the best interest of the Township.

20. CONTRACTS

Within 10 days of the award of the contract the successful bidder shall:

- (i) Provide a performance bond with surety approved by the Township in accordance with

Section "13" above.

(ii) Enter into a written contract with the Township.

Upon failure to comply with this section, the Township may retain the certified check or collect the proposal bond submitted with the bid.

Collector shall be responsible for notifying all Residential Dwelling Units and providing information for participation. Collector shall assist participating Residential Dwelling Unit owners with notification of their existing collectors.

21. LAWS AND ORDINANCES

Collector shall comply with all laws, ordinances, rules, and regulations of any governmental body or agency having jurisdiction in the matter.

22. PENALTIES

In addition to such other penalties that may exist pursuant to law or other ordinance:

(a) Spillage cleanup. Failure to clean up spillage promptly and properly is punishable by a penalty of up to \$500 imposed by the Township, plus costs including attorney fees.

(b) Improper disposal of Refuse. Disposal of Refuse at a site not approved by the York County Solid Waste Authority is punishable by a penalty of up to \$500 imposed by the Township, plus costs including attorney fees.

(c) Improper disposal of Recyclable Materials. Failure to remove any Recyclable Material to a processing facility which recovers reusable materials for sale or reuse is punishable by a penalty of up to \$500 imposed by the Township, plus costs including attorney fees.

(d) Mixed loads. Violation of the prohibition against mixing loads of other municipal or private customers with Refuse collected in the Township is punishable by a penalty of \$1 ,000 plus the amount of the tipping fees for the total contents of each vehicle in which loads were mixed, plus costs including attorney fees.

(e) Collecting before or after designated hours. Collection before or after the hours designated in Section "5" is punishable by a penalty of up to \$500 imposed by the Township, plus costs including attorney fees.

(f) Jurisdiction. Penalties shall be at the discretion of the Township having jurisdiction in the area where the violations have occurred, without regard to whether the violation is on private or public property.

As to any penalty, including costs and attorney fees, provided for in favor of the Township, the same shall be provided upon demand as agreed upon liquidated damages for nonperformance.

GENERAL REQUIREMENTS AND CONDITIONS FOR BIDDING

1. Bids shall be in sealed, opaque envelopes addressed to the Township Secretary, Franklin Township, 150 Century Lane, Dillsburg, PA 17019 and be clearly marked on the outside of the envelope "Bid Proposal-Refuse Contract". Bids shall be delivered to the Township Offices no later than June 8, 2022, at 4:00 p.m.

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 7:00 PM on June 8, 2022, at the Township Office located at 150 Century Lane, Dillsburg, PA 17019.

Bids may be awarded at the June 8, 2022 meeting of the Franklin Township Board of Supervisors. But all bids shall be good for sixty (60) days.

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
- c. Non-Collusion Affidavit
- d. Financial Statement

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.

E-mail, 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 Certified Check or Bid Bond payable to the order of Franklin Township in the amount of Ten Thousand Dollars (\$10,000.00) to ensure good faith bidding. The above-mentioned check or bid bond shall be forfeited to the Township in the event that the bidder neglects or

refuses to enter into a contract and to give bond 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 as required. The certified check or bid bond of the unsuccessful bidders will be returned after the contract is awarded and the check or bid bond of the successful bidder will be returned after the execution of the contract and bond.

5. The successful bidder shall, within ten (10) 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 will determine who is the lowest responsible bidder upon the basis of the bids submitted, and reserves the right to reject any or all bids, and may re-advertise if that is 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. 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. The Township reserves the right to reject any and all bids.
12. 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 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.