NOTICE INVITATION TO BID
NORTH YORK BOROUGH REFUSE COLLECTION

NOTICE IS HEREBY GIVEN that sealed bids for the collection and removal of refuse from dwellings in North York Borough, York County, Pennsylvania, will be received by the Borough Manager of North York Borough until 5:00 p.m. on September 12, 2023, at the Borough Office. The bids must include specifications as supplied by the Borough, and bids will be publicly opened at the Borough's regularly scheduled meeting on September 12, 2023, beginning at 6:30 p.m. at the Borough Office. All bids must contain a 10% bid bond. The bids will be considered immediately thereafter, and any new Contract will be awarded at that meeting.

A copy of the bid specifications may be acquired on the borough website (www.northyorkborough.com) or at the Borough Office at 350 East 6th Ave., York, PA 17404, (717) 845-3976. Call for specific hours of operation.

The Council of North York Borough reserves the right to accept or reject any and all bids in accordance with the law.

Dr. David W. Bolton, PhD, MBA
North York Borough Manager

SPECIFICATIONS FOR COLLECTION AND DISPOSAL OF REFUSE IN THE BOROUGH OF NORTH YORK

GENERAL

The **CONTRACTOR** shall collect, remove, and dispose of refuse for all dwellings and business establishments in the entire **BOROUGH OF NORTH YORK**, in a manner and with equipment in accordance with these specifications and the requirements of the Pennsylvania Department of Health.

DEFINITIONS

Refuse - The word "refuse" when used in these specifications shall refer to all solid household wastes and other materials as follows:

(a) Garbage, consisting of all animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of foods; drained and wrapped in paper.

(b) Rubbish, consisting of all solid household wastes other than garbage, ashes, and debris and including waste paper, tin cans, glass, metal recyclable materials, wood packing boxes, grass, leaves, tree and shrubbery cuttings and all ordinary household accumulations.

(c) Ashes, consisting of the residue from the burning of coal, wood, paper or other material.

(d) Debris consisting of stones, brick, plaster, broken concrete or earth in such quantity and size as shall not damage the collector's equipment.

(e) All the above shall be in containers, except tree and shrubbery cuttings and packing boxes shall be in bundles no more than three feet long and not exceeding eighteen inches in diameter.

Container - The word "container" when used in these specifications shall refer to that in which refuse is placed for collection, including cans, barrels and boxes, provided, however, they are fitted for permanent use, and when filled do not weigh more than seventy-five (75) pounds. It is understood that all refuse must be in containers or tied in bundles no more than three feet long and not exceeding eighteen inches in diameter, in which case a bundle will be considered a container as far as the maximum weight is concerned.

Recycling - Shall mean the collection, separation, recovery and sale or reuse of recyclable materials which would otherwise be disposed or processed as solid waste.

Recycling Center - Shall mean a facility established to receive, process, store, handle and ship recyclable materials.

The **CONTRACTOR** shall make two (2) collections each and every week. The collection days of the week and the collection routes shall be Monday and Thursday of each week.

Collections shall be made from the front curb, side curb or rear alley of all properties. Modifications may be made with the consent of the appropriate **BOROUGH** officials.

Bidders shall familiarize themselves with the streets, alleys, and pick-ups before submitting proposal.

Collection Schedule - The **CONTRACTOR** shall commence the collection of refuse not before the hour of 7:00 a.m. EST or DST as the case may be without express written consent of the Borough, and shall continue collection until all receptacles are removed. Collection shall be completed not later than 7:00 p.m. EST or DST as the case may be. The **CONTRACTOR** shall commence at the same point or points each day and follow the same route, unless and until authorized by the **BOROUGH** to make a change. If later than 7:00 p.m., **BOROUGH** shall issue fines for such as defined below in **Notification** section.

If collection falls on a holiday, the **CONTRACTOR** shall pick up the date following the holiday. Such holidays on which collections may be missed shall be limited to Christmas, New Year's Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving Day.

Special collection of trash items too large for acceptance by the regular garbage collection, will be conducted either each Thursday; or on the Last Thursday of each month subject to the Option awarded by the Borough. Large appliances must be dismantled, limbs and brush will be picked up only when cut in length of three feet (3') and tied in bundles weighing not more than seventy-five (75) pounds. Items should be placed at curb, not at point of garbage collection. These terms are subject to Option awarded. **BOROUGH** will specify date of collection of large items after award.

Refuse containers or bundles shall be picked up at the front curb, side curb or rear alley line, as the case may be, and emptied into the collection truck. Spillage of refuse on the streets or alleys is prohibited. Every effort must be made to prevent scattering of bits of papers or other material by the wind. Care must be taken not to damage containers which are the property of residents. **CONTRACTOR** shall be liable for willful or unnecessary damage to such containers. **CONTRACTOR** shall promptly notify the **BOROUGH** Secretary where containers are damaged or claimed to have been damaged and furnish pertinent information. Damaged containers must be replaced immediately.

Christmas Tree Collection - During the month of January of each contract year, the **CONTRACTOR** shall collect and dispose of all Christmas trees placed by property owners at normal collection points. The collection of Christmas trees shall be considered as a part of the normal contract collection service provided by the collection **CONTRACTOR**.

Billing - Direct billing: Contractor shall submit a bid for services pursuant to the within specifications based upon Contractor directly billing qualified property owners in accordance with the following: Borough represents to Contractor that it currently has 740 residential, commercial or combination units constituting qualified properties for service. Bids shall be based upon and state the annual charge to be billed by Contractor to the owners of qualified property. Contractor shall bill the owners of qualified property on a quarterly basis on or about September 1st, December 1st, March 1st, and June 1st of each year of the contract in accordance with the per customer charge which is bid. Payment shall be deemed delinquent if not made within thirty (30) days. Contactor shall not discontinue service to any qualified property due to non-payment, as Borough will assist Contractor with collection of any delinquent charges against owners of qualified property through the Borough Code and Zoning Office. Contractor shall be responsible for notifying Borough of any non-payment by owners of qualified property within sixty (60) days after invoicing has occurred. Contractor shall pay the tipping, dumping and other disposal fees or charges imposed by the York County Solid Waste and Refuse Authority for the disposal of solid waste in its applicable facility, or imposed for such disposal by any operator at any other facility if approved.

All other specifications contained herein shall apply with equal force.

Performance Bond - A bid/performance bond in ten percent (10%) of the bid amount shall be submitted with the bid documents. Within thirty (30) days of notification of award of the contract, the **CONTRACTOR** shall give security for the performance of his obligation by filing a Performance Bond with the **BOROUGH,** executed by the **CONTRACTOR** and by a surety or sureties approved by the **BOROUGH** in the amount of one hundred percent (100%) of the amount of one year's value of the contract, to be renewed as necessary to remain in full force and effect for the life of the contract.

In case any of the sureties upon the Bond shall become insolvent or unable, in the opinion of the **BOROUGH,** to pay promptly the amount of such Bond to the extent to which surety might be liable, then the **CONTRACTOR** shall, by supplemental bond or otherwise substitute another and sufficient surety approved by the **BOROUGH** in place of surety so insolvent or unable. If the **CONTRACTOR** shall fail, within five (5) days or such further times, if any, as the **BOROUGH** may grant, to substitute another and sufficient surety then the **CONTRACTOR** shall, if the **BOROUGH** so elects, be deemed to be in default in the performance of his obligations hereunder and upon the said bond; and the **BOROUGH** in addition to any and all other remedies, may terminate this contract or may bring any proper suit or proceedings against the **CONTRACTOR** and the sureties, or either of them, or may deduct from any monies then due or which thereafter may become due to the **CONTRACTOR** under this contract the amount for which the surety insolvent or unable as aforesaid shall have justified on the bond, and the monies so deducted shall be held by the **BOROUGH** as collateral security for the performance of the condition of the Bond.

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.

Notification of Violations and Assessment of Penalties - In case of any violations of contract, the **BOROUGH** shall notify the **CONTRACTOR** of such violation and allow a reasonable time for correction prior to assessing any penalty against the **CONTRACTOR.** All violations and penalties therefore shall be certified by the **BOROUGH** and its judgment shall be final.

The **BOROUGH** shall have the right to deduct from any monies due the **CONTRACTOR,** the following amounts for each offense for all violations of the contract:

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 Five Hundred Dollars ($500.00) per day for each truck and crew not operating.

b. Failure to maintain any collection vehicle in a sanitary and safe operating condition; the sum of Two Hundred Dollars ($200.00) for each offense.

c. Failure to collect solid waste or recyclable material properly placed prior to the regularly scheduled collection time, the sum of Fifty Dollars ($50.00) for each collection point affected.

d. Failure to replace containers or bins as required; the sum of One Hundred Fifty Dollars ($150.00) for each collection point affected.

e. Willful damage to or carrying away of permanent bins or containers; the sum of One Hundred Fifty Dollars ($150.00) for each offense or at the option of the **CONTRACTOR** he may satisfactorily replace damaged or removed containers or bins.

f. Failure to dispose of solid waste at the site specified by the **BOROUGH;** the sum of Nine Hundred Dollars ($900.00) per collection vehicle load disposed of elsewhere, plus the actual unauthorized tipping fees.

g. Failure to complete collection by 7:00 p.m. on the day scheduled; the sum of Four Hundred Dollars ($400.00) for each day.

h. Fraudulently collecting and dumping solid waste from another municipality and billing **NORTH YORK BOROUGH** for the service; the sum of Two Thousand Dollars ($2,000.00) for each load.

i. Spilling solid waste or recyclable material onto any public street or alley or private property and not properly cleaning up such spillage; the sum of One Hundred Dollars ($100.00) for each such spillage.

6. A certified check or bid bond shall be submitted in the sum of ten percent (10%) of the contract price of the highest alternate bids in favor of **NORTH YORK BOROUGH**, as a guarantee of the execution of the contract if awarded to bidder, must accompany each bid.

CONTRACT

THIS AGREEMENT executed in duplicate as of this 12th day of September 2023, by and between **NORTH YORK BOROUGH**, York County, Pennsylvania, a municipal corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Borough," and Penwaste, hereinafter referred to as "Contractor,"

WHEREAS, the Borough advertised for bids for the collection and removal of refuse and recycling in accordance with certain specifications, and the bid submitted by Contractor as a result of said advertisement was accepted, with the specification that the contract shall be for three years with the BOROUGH having an option to renew yearly for a total of five (5) years, including one (1) large item per week, for collection and removal of refuse and recycling by appropriate action of the Borough Council.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. SCOPE OF WORK. Contractor shall collect and remove all refuse as defined in North York Borough Municipal Solid Waste and Recycling Ordinance, as amended, and under and pursuant to strict, full and complete compliance with the Specifications for Collection and Removal of Refuse and Recycling in North York Borough, York County, Pennsylvania, attached hereto and incorporated herein, shall furnish all labor, equipment and appliances to collect and dispose of all refuse, other debris and solid waste as set forth in Exhibit A for the term beginning January 1, 2024 and ending December 31, 2026, and for such terms that may follow at the option of the Borough pursuant to Exhibit A.

2, PAYMENT. It shall be the responsibility of the Contractor to produce billings for all customers. A copy of a customer list shall be submitted to the Borough in electronic format within ten (10) days from the date the Borough requests such copy of the list and at the beginning and ending of the contract and on an annual basis each December. The customer list so provided shall become the property of the Borough. The customer list shall include, but not be limited to, account numbers, customer names, customer address and balance due. It shall be the sole responsibility of the Contractor for collection of any and all bills, delinquent or otherwise.

3. CONTRACT DOCUMENTS. The contract between the parties hereto shall consist of the terms, provisions and undertakings set forth in this Agreement, the provisions of the Borough Ordinances, as amended from time to time, contract or bid of Contractor, any bond or bonds given by Contractor pursuant to this document, Contractor's questionnaire, Contractor's certificate of insurance, Contractor's affidavit concerning Workers' Compensation, all applicable state laws, any adopted Borough Solid Waste Management Plan, and any other documents otherwise material to or incorporated into the Contract,

4. PERFORMANCE BOND. The Contractor shall supply to the Borough a performance bond.

5. ENFORCEMENT. In the event that the Borough must use counsel to enforce any of the provisions of this Contract or Contract Documents, Contractor agrees to be liable for all of the Borough's reasonable attorney's fees and costs associated with enforcement.

6. SUCCESSORS. The contract represented by this Agreement and the attached contract documents shall bind and inure to the benefit of the successors, heirs, personal representatives and assigns of both parties hereto, but shall not be assigned by Contractor without the written consent of the Borough.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their official seals to be affixed hereto.

ATTEST:

Secretary

NORTH YORK BOROUGH
YORK COUNTY, PENNSYLVANIA

By: President

ATTEST:

Joel Washok
Market Development Rep

Penn Waste Inc.

By:

Mark Pergolese
Division Vice President