

BIDS FOR REFUSE AND RECYCLABLE COLLECTION FOR CONEWAGO TOWNSHIP

Sealed bids will be received at the office of Conewago Township, located at 490 Copenhaffer Road, York, Pennsylvania 17404, until 12:00 p.m. on Thursday August 27, 2026, and will be publicly opened and read at that time at 140 Copenhaffer Road, York, PA 17404. The bid will be awarded subsequently at a regular meeting of the Conewago Township Supervisors held at the 140 Copenhaffer Road, York, PA 17404 on September 1, 2026, at 6:00p.m.

All bids must be plainly marked "BIDS FOR REFUSE COLLECTION AND RECYCLABLE COLLECTION FOR CONEWAGO TOWNSHIP" on the outside of the envelope and delivered to the attention of Erin Dell, Secretary/Treasurer.

Bids forms and specifications may be obtained at the Township Office at 490 Copenhaffer Road, York, Pennsylvania 17404, or at the office of CGA Law Firm, located at 135 North George Street, York, Pennsylvania, during normal business hours. The work for which the bids are being solicited is the collection and disposal of refuse and recyclables within Conewago Township commencing on January 1, 2027, for the period of three years, with the possibility of two (2) one-year extensions, in accordance with the within specifications. Said specifications provide an escalator clause with respect to any increases in the contract tipping fee charged by the York County Solid Waste Refuse Authority.

All bids must be accompanied by a certified or cashier's check, bank money order or bid bond with corporate surety in the amount of \$50,000 payable to the Conewago Township. The successful bidder will be required to post a performance bond in the amount equal to the pro-rated contract price for the first year within 20 days after the award has been made by the Conewago Township Supervisors, which performance bond must be renewed on an annual basis.

Conewago Township reserves the right to waive any technicalities or informalities and the right to reject any and all bids.

No bidder may withdraw its bid for a period of 60 days after the date set for the opening thereof.

CONEWAGO TOWNSHIP

By: Mark E. Stivers
Township Manager

Advertise one time on
following dates:

July 14, 2026
August 4, 2026

Proof of publication and bill to:

Erin Dell, Secretary | Treasurer
CONEWAGO TOWNSHIP
490 Copenhaffer Road
York, Pennsylvania 17404

EXPLANATION TO BIDDERS GARBAGE CONTRACT FOR CONEWAGO TOWNSHIP

Attached for your information are copies of the following documents:

1. Bid solicitation notice entitled "Bids for Refuse and Recyclable Collection for Conewago Township".
2. Bid Proposal to Conewago Township.
3. Specifications for Collection and Disposal of Refuse and Recyclables in Conewago Township.

Your attention is directed to the escalator clause set forth on the last page of the attached Specifications, providing for an increase or decrease in the amount of the monthly payments to be made under the contract to the successful bidder to reflect any increases or decreases in the contract tipping fees charged by the York County Solid Waste Refuse Authority after the effective date of the proposed contract on January 1, 2023. The escalator clause to be incorporated in the contract provides for an increase or decrease in the monthly payments to be made under the contract to reflect any increase or decrease in this base rate and the actual rate charged during the contract term. The inclusion of the escalator clause should eliminate any risk to the Contractor resulting from future increases in the contract tipping fee. However, it must be understood that the records and verification of actual costs incurred must be submitted on a monthly basis to the Township as detailed in the Specifications.

CONEWAGO TOWNSHIP

By: _____
Mark E. Stivers, Manager

BID PROPOSAL TO CONEWAGO TOWNSHIP

Having examined the "Conewago Township Garbage, Recycling and Bulk Item Collection Ordinance," as well as the Specifications for Collection and Disposal of Refuse and Recyclables in Conewago Township, and subject to all the conditions thereof, the undersigned hereby proposes to furnish all labor and equipment and perform all the work in the collection and disposal of all refuse and recyclables from Conewago Township in accordance with said specifications, which are made part hereof, for:

- A. **One or two refuse** collections per week consisting of 96 gallons of waste, either in bags placed in a container or containers by the customer, or in a 96 gallon toter provided by the Contractor; and **one or two recyclable** collections per week, including **ONE large-item pickup** per week; and including collection of Leaf Waste, as defined within the Ordinance, on a schedule to be determined by the Township, on a total of six days throughout the calendar year. Such six collection days shall include one day in which Christmas trees shall be collected. All Leaf Waste and Christmas tree collections to be disposed of to the Township's designated disposal site, as described herein. The Contractor shall be responsible for all invoicing to Conewago Township residents for trash collection, including all collection of moneys due and all overdue collections including any legal action to enforce collection.

For the **term of three years** beginning January 1, 2027, for the **total** sum of :

1 Day \$ _____

2 Days \$ _____.

1. With the right of the Township to extend the contract for **one year**, January 1-December 31, 2030, for the total **additional** sum of:

1 Day \$ _____.

2 Days \$ _____

2. With the right of the Township to extend the contract for an additional **one (1) year**, January 1 - December 31, 2031, for the total **additional** sum of:

1 Day \$ _____.

2 Days \$ _____

- B. Cost per bag of additional bags/tags to be utilized in Low-Volume Collection per the Ordinance, or by customers who desire to supplement their trash amount:
\$_____ per bag/tag

This proposal is made on the basis of said specifications and all conditions of bidding therein set forth. It is understood that this bid cannot be withdrawn for a period of 60 days after the date set forth for the opening of bids.

There is enclosed a certified or cashier's check or bank money order payable to the Township, or bid bond with corporate surety, in the sum of \$50,000 as a guarantee of the execution of the contract by the undersigned in the event of the award of the contract. If awarded the contract, the undersigned will execute a written contract embodying the terms and provisions of said specifications and provide a performance bond together with proof of insurance as required, within 20 days of the award; otherwise said award will be void and the bond guarantee forfeited.

[REMAINDER OF THE PAGE BLANK]

(Signature Page of Bid Proposal to Conewago Township)

Witness/Attest:

Full Bidder Name

(Entity Type –i.e. Corporation, Limited
Liability Company, Partnership, Sole
Proprietorship)

Date of Signature

By: _____
Signature

Signatory Name

Signatory Title

After completion and signing, this Proposal with bid check, money order, or bond shall be placed in a sealed envelope plainly marked "**Bid for Refuse and Recyclable Collection for Conewago Township**" on the outside of the envelope and delivered to Erin Dell, Secretary | Treasurer, at the office of Conewago Township, located at 490 Copenhaffer Road, York, Pennsylvania 17404, no later than 12:00 p.m. on August 27, 2026.

SPECIFICATIONS FOR COLLECTION AND DISPOSAL OF REFUSE AND RECYCLABLES IN CONEWAGO TOWNSHIP

1. GENERAL

The Contractor shall collect, remove, and dispose of refuse and recyclables from all dwellings and certain business establishments within the Township in a manner and with equipment in accordance with these specifications and the requirements of the Department of Environmental Protection and Health of the Commonwealth of Pennsylvania, and in accordance with all applicable ordinances, laws, and regulations of Conewago Township, York County, and Pennsylvania.

2. DEFINITIONS

Approved Equipment - The term Approved Equipment when used in these specifications shall refer to the vehicles used for the collection, removal, and/or disposal of refuse and recyclables, and shall have water-tight enclosed metal bodies of easily cleanable construction, equipped with compactor devices.

Township - The word Township when used shall mean the Township of Conewago, York County, Pennsylvania, or its agents.

Container - The word Container when used in these specifications shall refer to a toter cart to be provided by the Contractor, as defined by the Ordinance, or the equivalent in three (3) 33-gallon garbage bags or six (6) 15-gallon bags, or as further described in the Ordinance. The container may include a receptacle in which refuse is placed for collection including cans, barrels, boxes, baskets, bags and which, when filled, do not weigh more than one man normally can lift onto collection trucks. It is understood that all refuse must be placed in containers or tied in bundles in which case a bundle will be considered as a container as far as maximum weight is concerned.

Contractor - The word Contractor shall mean the person, corporation, or partnership with whom the Township shall enter into a contract for refuse collection.

Ordinance. The word Ordinance will refer to the Ordinance 342, "Conewago Township Garbage, Recycling and Bulk Item Collection Ordinance," as adopted or amended by the Township.

Recyclable - The word Recyclable when used in these specifications shall include aluminum cans, steel cans, bi-metal cans, all clear and colored glass bottles and containers, all HDPE and PET type plastic bottles and containers and newspapers, or as other defined in the Township Ordinance.

Recyclable Container - The words Recyclable Container when used in these specifications shall refer to the reusable bin or receptacle provided by the Contractor, in which all recyclables are to be placed.

Refuse - The word Refuse when used in these specifications shall refer to all waste materials or municipal waste as defined in Conewago Township Ordinance including, but not limited to, the following:

- (a) Garbage, consisting of all animal and vegetable wastes resulting from the handling, preparation, cooking or consumption of foods.
- (b) Rubbish, consisting of all solid wastes other than garbage and ashes and including wastepaper, tin cans, glass, metal, wood, grass, leaves, tree and shrubbery cuttings, and all other ordinary household, industrial and commercial accumulations.
- (c) Ashes, consisting of the residue from the burning of coal, wood or other Material, to be placed in a container separate from other refuse.

3. QUANTITIES

The approximate number of properties from which Refuse, and Recyclables shall be collected is 3157 households, including residential dwelling units as defined and described in the Township's ordinances, and comprised approximately as follows: 2469 single family homes, 356 mobile homes in mobile home parks, 174 individually owned townhomes, and 158 rental townhomes. Note that the Ordinance allows the agreement of multi-family dwelling units (defined in the Ordinance as four or more units) to reach collective disposal terms with the approval of the Township, which shall be reasonably designed to satisfy the Contractor. Note also that the Ordinance allows a low-flow option of twelve 33-gallon bags per year and provides for purchase by and use of "as needed" bags to be purchased from the Contractor.

The winning contractor shall also provide regular dumpster service for the Township to the following five locations: one to the Township office at 490 Copenhaffer Road; two to the Strinestown Fire Company – one at the Strinestown fire hall, and one to the fire station located at the Fisher Drive; one to Conewago Township Mill Creek Park; and one to Conewago Township Zions View Park. Should the Township add future park facilities during the term of this contract, the Township reserves the right to obtain additional dumpster service for no more than one additional park.

The maximum quantity of refuse allowed per dwelling unit or other establishment per collection shall be the equivalent of one (1) container, as supplemented by additional bags purchased from the Township pursuant to the Ordinance.

4. BULK ITEM COLLECTION

In addition to the regular collections provided for herein, the Contractor shall provide bulk item collection, as defined, and specified in this Contract and in the Ordinance. Residents who choose the “low volume” collection option will be required to attach a collection bag/tag for any large item pickup.

5. COLLECTION EQUIPMENT

Vehicles utilized by Contractor in performing pursuant to these specifications shall consist of Approved Equipment and shall be of such size as to be able to traverse all streets and alleys on the designated collection routes. In the event of a breakdown of Approved Equipment, a replacement may be used for a reasonable amount of time provided that said replacement or replacements are covered with a tarpaulin or other practical cover to prevent seepage of liquids and to reduce odors.

6. COLLECTION ROUTES

Collection routes must be such that where there are front streets the collections will be made thereon and where there are no front streets collections will be made on the alleys. Modifications may be made with the consent of the appropriate Township officials. Bidders shall familiarize themselves with the routes and pickup points before submitting proposals.

7. METHODS OF COLLECTIONS

Containers shall be picked up at the curb or alley line and emptied into the collection truck. Containers must then be returned to the curb or alley line in such a manner so as not to obstruct streets, alleys, or sidewalks. Spillage of Refuse on the streets, alleys or curbs is prohibited, and the Contractor shall immediately clean up any such spillage. Contractor agrees to make every effort to prevent scattering of bits of paper, other materials, or Refuse by the wind.

Care must be taken not to damage containers that are the property of residents. Contractor shall be liable for willful, negligent, or unnecessary damage to refuse containers. Contractor shall promptly notify the Township Manager or Secretary where containers are damaged or claimed to have been damaged and furnish pertinent information.

In the event that Refuse set out for collection in large quantities or not in containers or bundles or otherwise as required, Contractor shall be required to remove it if it can be removed without causing substantial damage to the Contractor, its equipment, or its schedule. If the same location sets out for collection large quantities or not in containers or bundles or otherwise as required Refuse again within a six-month period, and if the Contractor has timely notified the Township in writing of the original violation, the Contractor cannot be required to remove said Refuse, but shall notify the resident and the Township of the conditions encountered. If requested by the resident, Contractor shall remove the Refuse promptly at the resident's expense.

8. COLLECTION SCHEDULE

Collections shall be between the hours of 6:00 a.m. to 5:00 p.m. either Eastern Standard Time or Daylight Savings Time, whichever is then prevailing within the Township.

Recyclables shall be collected once each week on the same day as one of the regular scheduled Refuse collections.

Collection shall take place on days in accord with a schedule agreed to by Contractor and Township. Residents will then receive notice from the Township stating the collection days for each section and outlining the rules and regulations as herein contained. If collections are missed because of a holiday, they shall be made upon the next regular collection day. The holidays on which collections may be missed shall be limited to only Christmas, New Year's Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving Day.

9. DAILY REPORT

The Contractor shall report to a representative designated by the Township Manager on each collection day between 4:00 and 5:00 p.m., so as to be advised of any properties missed in the day's scheduled collections so that such collections can be made the same day. Contractor shall also notify such representative of any irregular or unusual circumstances in connection with the day's collection, such as (a) Refuse left standing because of not being in containers or bundled or not conforming to specifications, (b) complaints made to collection crews, or (c) areas missed due to breakdown of equipment.

10. START OF WORK

The starting date for collections under this contract shall be January 1, 2027.

11. PAYMENT

Contractor is responsible for all billing for each residential collection account. Contractor must maintain service for all accounts. Contractor is responsible for all delinquent billing accounts.

12. NO DISCRIMINATION

The Contractor shall not discriminate in the hiring of employees for the performance of the work under the contract and agrees that all the provisions and penalties for violation of the Act of July 10, 1947, P.L. 1621, § 42, shall be part of the contract.

13. INDEMNIFICATION

The Contractor (including any sub-contractor thereof) 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.

14. INSURANCE

The Contractor shall accept, insofar as the work covered by the contract is concerned, the provisions of the Workmen's Compensation Act of 1915, as amended, and will insure its liability thereunder, or file with the Township a certificate of exemption from insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry.

The Contractor shall carry the following forms of insurance applying to all operations by it, its agents and employees, and shall cause the Borough to be named as an additional insured and shall provide proof of such coverage.

<u>Forms</u>	<u>Minimum Limits</u>
(a) Workmen's Compensation (if applicable)	Statutory
(b) Comprehensive General Liability	\$1,000,000 CSL
(c) Automobile Bodily Injury/Property Damage	\$1,000,000 CSL
(d) Umbrella Policy	\$2,000,000

The above requirements shall also apply to any subcontractors.

15. EXPLANATION TO BIDDERS

Any explanation regarding the meaning or interpretation of specifications or other contract documents must be requested in writing from the Township Solicitor, Stephen R. McDonald, of CGA Law Firm, 135 North George Street, York, Pennsylvania, 17401, 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 addendums to the documents and shall be furnished where possible to all bidders, who shall submit any addendums with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

16. BIDDERS' UNDERSTANDING

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

17. LAWS AND ORDINANCES

Contractor shall comply with all the provisions of Township Ordinance No. 342, as amended, and all other applicable laws, ordinances, rules and regulations of any governmental body or agency having jurisdiction in the matter.

18. PREPARATION OF BIDS

Bids shall be submitted on the forms attached hereto and must be signed by the bidder. A certified or cashier's check, bank money order, or bid bond with corporate surety in the sum of \$50,000 in favor of Conewago Township, as a guarantee of the execution of the contract if awarded to bidder must accompany each bid. No bidder shall be permitted to withdraw its bid for a period of 60 days after the date set for the opening of bids.

19. REJECTION OF BIDS

The Township reserves the right to waive any technicalities or informalities, and the right to reject any and all bids.

20. REPRESENTATIONS

The bidder represents by submitting a bid that it is:

- a. Financially solvent and experienced in and competent to perform the work and furnish the vehicles, materials, supplies, personnel and equipment to be performed and furnished by it; and
- b. That it is familiar with all laws, ordinances and regulations which may in any way affect the work to be performed.
- c. That it has an authorized place to dispose of Refuse, or can arrange the same prior to entering into a contract.

21. CONTRACT

Within 20 days after notice of the award, the bidder to whom the award is made shall enter into a written contract with the Township and furnish the proof of insurance required herein, as well as a performance bond in the amount equal to the pro-rated contract price for the first year, which performance bond must be renewed on an annual basis. Upon failure to do so, the award shall be void and the Township shall be entitled to collect or retain the \$50,000 guarantee or bid bond submitted with the bid.

22. PENALTIES

Conewago Township is authorized (a) to assess the Contractor up to \$25 for each individual violation and up to \$500 for each mass violation (with a mass violation being a violation that affects more than ten residences or occurs more than ten times; for example- the failure to collect garbage from ten residences would be a mass violation) of the provisions of the contract and to deduct the same from payments owing to the Contractor, and (b) upon repeated violation to cancel the contract as to the Contractor after notice of intention to do so to the Contractor. In the event of such cancellation, the Contractor shall pay the Township the difference between the sum to which the Contractor would have been entitled for the balance of

the contract and that which the said Township may be obliged to expend directly or indirectly to complete the work that the Contractor previously agreed to perform. The above provided penalties can be withheld at the discretion of the Township Supervisors, provided that it has received and accepted satisfactory evidence of any complained of violations.

23. SPECIAL CONDITIONS

The Contractor will be required to comply with all of the provisions of Ordinance No. 337, as amended, and, notwithstanding said Ordinance, shall transport refuse to the place of disposal of refuse at a disposal facility operated by the York County Solid Waste and Refuse Authority, currently, the incinerator operated by the York County Solid Waste and Refuse Authority, and any leaf waste to the Township's designated place of disposal, currently Spring Valley Mulch Co. in Conewago Township, Pennsylvania.

24. STRIKES

In the event that that Contractor cannot perform its obligation due to a strike in its work force or some other factor that makes it impossible or impractical for the Contractor to perform its obligations hereunder, the Township shall have the right, at its sole option, to declare the contract null and void and to use the Contractor's performance bond to ensure that the terms of the contract are fulfilled. The obligation of the Borough to pay the Contractor shall cease as of the first day that the Contractor could not meet its obligations under the terms of the contract.

25. ESCALATOR CLAUSE

The final contract entered into between the Borough and the successful bidder will contain an escalator clause providing for an adjustment in the monthly payments to be made to the Contractor to reflect any increase or decrease in the actual costs incurred by the Contractor during the previous month as a result of any increase or decrease in the contract tipping fee charged by the York County Solid Waste and Refuse Authority after the effective date of the contract for refuse collected within the Borough and disposed of at the incinerator operated by said Authority. The monthly payments due the Contractor shall be adjusted based upon the difference in the actual rate paid by said Contractor and such rate. Said adjustments shall be based solely upon the total number of tons of refuse collected by the Contractor within the Township, and shall be made monthly upon submission by the Contractor to the Township of the amounts collected and disposed of during the previous monthly period, all of which weight slips, receipts or other satisfactory evidence shall be certified by the Contractor to be accurate and applicable solely to refuse collected within the Township and disposed of. Unless the Contractor complies with these requirements, no additional payments shall be made to it as a result of any such increased in the contract tipping fee, and the Township shall have the right to estimate the amount of any reduction in the monthly payments due it as a result of any such decreases in the contract tipping fee.

26. BILLING

The Township anticipates contracting with the winning Contractor to handle issue invoices and collect all billing for its services directly with residents of the Township. Township agrees to act in good faith to enact any legislation reasonably necessary to facilitate the Contractor's collection of such billing. There shall be no additional charges to the Township for Contractor's collection efforts. However, Contractor may reserve the right to attempt to recover its collection costs directly from the customers.