

SHREWSBURY TOWNSHIP, YORK COUNTY, PA

**SPECIFICATIONS FOR COLLECTION AND DISPOSAL
OF REFUSE AND RECYCLING**

JULY 1, 2025 – JUNE 30, 2028

I. GENERAL

The contractor shall collect, remove, and dispose of refuse, including recyclable materials, from all dwellings and business establishments throughout Shrewsbury Township with equipment in accordance with these specifications, and the requirements of the Department of Environmental Protection of the Commonwealth of Pennsylvania, and in accordance with all applicable ordinances of Shrewsbury Township.

II. DEFINITIONS

Annual – The word “annual” shall mean the contract period beginning July 1 and ending June 30 of each contract year.

Contractor – The word “contractor” shall mean the person, corporation, or partnership with whom Shrewsbury Township shall enter into a contract for refuse and recycling collection.

Refuse - The word “refuse” when used in these specifications shall refer to all waste materials, 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, tree and shrubbery cuttings, and all other ordinary household and commercial accumulations. Rubbish does not include grass clippings.
- c) Ashes, consisting of the residue from the burning of coke, coal, wood, or other combustible material.

Refuse Container – The word “refuse container” when used in these specifications, shall mean a 96-gallon or 32-gallon mobile container provided by the contractor and distributed to each customer for the collection of refuse.

Recycling Container – The words “recycling container” shall mean a 64-gallon mobile container provided by the contractor and distributed to each customer for the collection of recyclable material.

Recyclable Material – The words “recyclable material” shall mean plastic containers, clear or colored glass containers, newspapers, cardboard, aluminum cans, steel and bimetal cans; except paint cans.

Township – The word “Township” when used shall mean Shrewsbury Township, York County, Pennsylvania, or its agents.

III. QUANTITIES

The total number of properties from which refuse, including recyclable materials, is to be collected is approximately **2,870** which may include residences, apartments, commercial establishments, industrial plants, and others. The approximate number of customers as of March 2025 is 2,705 with the Full Service [one (1) 96-gallon container] and approximately 165 customers with the Per Bag Service. Participation in Shrewsbury Township refuse collection for residential units and commercial, excluding commercial units utilizing dumpsters, is mandatory.

BID OPTION 1

Full Service and Pay-Per-Bag Customer Option.

Under the **Full Service Bid** a maximum quantity of refuse allowed per dwelling unit or other business establishment per collection shall be **one (1) 96-gallon refuse container** and as many recycling containers as needed by the dwelling unit or business establishment. In addition, **one (1) large item** such as used appliances, mattress, piece of furniture, shall be collected from each dwelling unit or business establishment per collection, and **one (1) Christmas Tree collection** in January of each year.

A second participatory **Pay-Per-Bag** option is included with this contract permitting participants to purchase a minimum of **twenty-six (26) bags** annually. Each bag permits collection/disposal of up to thirty-two (32) gallon capacity. This option shall also include **one (1) Christmas Tree collection** in January of each year. No large item pickup is included for participants in this option unless the bag is attached to the item.

BID OPTION 2

Full Service with Customer Option for Either **one (1) 96-gallon** or **one (1) 32-gallon** Refuse Container. This Bid Option *eliminates* the pay-per-bag service.

Under Bid Option 2 a maximum quantity of refuse allowed per dwelling unit or other business establishment per collection shall be either **one (1) 96-gallon** or **one (1) 32-gallon refuse container** and as many 64-gallon recycling containers as needed by the dwelling unit or business establishment. In addition, **one (1) large item** such as used appliances, mattress, piece of furniture, shall be collected from each dwelling unit or business establishment per collection. **One (1) Christmas Tree collection** in January of each year.

BID OPTION 1 & BID OPTION 2

The following shall apply to both Option 1 and Option 2.

Contractor shall provide and collect refuse from the dumpsters/containers located at the Township facilities, on a weekly basis, as follows:

- Township Campus – One (1) 4-yard refuse dumpster & One (1) 8-yard recycling dumpster.
- Hametown Park – Two (2) 96-gallon containers & One (1) 64-gallon recycling container.
- Miller Park – Five (5) 96-gallon containers and Five (5) 64-gallon recycling containers.
- Strawberry Fields Park – One (1) 96-gallon container & One (1) 64-gallon recycling container.
- Windy Hill Park – Five (5) 96-gallon containers & Five (5) 64-gallon recycling containers.

In those cases where a business/commercial establishment regularly exceeds the maximum number of containers per collection, or where bulk containers are employed, the Contractor or other refuse haulers may enter into a separate contract with the owner of such property as to the collection of such refuse or for the collection of such bulk containers.

IV. 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.

V. METHODS OF COLLECTION

Refuse containers shall be picked up at the curb or alley lines, as the case may be, and emptied into the collection truck; spillage of refuse and recycling on the streets or alleys is prohibited. Every effort must be made to prevent scattering of bits of paper or other material by the wind. Care must be taken not to damage containers which are the property of the residents. Contractor shall be liable for wilful or unnecessary damage to such containers. Contractor shall promptly notify the Township Office where containers are damaged or claimed to have been damaged and furnish pertinent information.

VI. COLLECTION SCHEDULE

Collection shall be made at each property one (1) day per week on the day or days designated by the Contractor. Contractor may choose for pickup to be over two (2) consecutive days. Collections shall be between the hours of 6:00 A.M. to 7:00 P.M. either Eastern Standard Time or Daylight Savings Time, whichever is then prevailing within the Township.

The holidays on which collections may be delayed shall be limited to Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day, provided; however, in the event a collection is delayed due to a holiday, inclement weather, mechanical breakdowns, or any other reason, a required collection shall be made the first work day following the holiday, including Saturday if necessary.

VII. REPORTS

- a) Contractor shall report to the Township Office before 10:00 A.M. of the first business day following date of collection to advise of any collections missed because of:
 - 1) No items having been placed for collection.
 - 2) Refuse left standing because of not being in proper containers.
 - 3) Breakdown of equipment, or
 - 4) Advise of any complaints made to collection crews.

- b) Contractor shall provide to the Township a monthly report identifying customers that have/had their service stopped due to non-payment for services to the contractor. Contractor shall notify the Township when a customer has satisfied their delinquent account and returned to good standing.

- c) Contractor shall also provide to Shrewsbury Township a copy of the billing database at the end of each fiscal year.

VIII. START OF WORK

The starting date for collections under this contract shall be **July 1, 2025**.

IX. BILLING

The Contractor shall bill each property owner on a quarterly or semi-annual basis in each contract year. The contract price per residential or commercial unit shall be determined by dividing the contract price by the number of residences, apartments, commercial establishments, industrial plants, and others. Payment shall be deemed delinquent if not made to the Contractor within thirty (30) days. A penalty of Ten (\$10) Dollars shall be recoverable by the Contractor if payment has not been made within thirty (30) days. If refuse fees remain unpaid after forty-five (45) days, the Contractor, as agent for the Township, is authorized to stop providing service until the delinquent account is paid in full, including penalty amounts.

The Contractor shall dispose of municipal solid waste from Shrewsbury Township at the York County Solid Waste facility for the length of the contract. 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 contract, the contractor shall increase/decrease the rate charged to customers for the service by an amount equal to the per ton increase/decrease imposed by the York County Solid Waste and Refuse Authority. The contractor and the Township shall mutually agree as to the per unit cost charge that results in a revenue neutral pass-through to each residential customer. The contractor shall not be permitted to profit from any increase or decrease in the disposal cost charged after the commencement of the contract.

X. NO DISCRIMINATION

The Contractor shall not discriminate in the hiring of employees for the performance of the work under the contract in violation of any state or federal law or regulation thereunder.

XI. INDEMINIFICATION

The Contractor (including any subcontractor) 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.

XII. INSURANCE

The Contractor shall accept, insofar as the work covered by the contract is concerned, the provisions of the Workers Compensation Act, as amended, and will insure his liability insurance from the Bureau of Workers Compensation of the Department of Labor and Industry.

The Contractor shall carry the following forms of insurance applying to all operations by him, his agents and employees, and shall cause the Township to be named as an additional insured and shall provide proof of such coverage:

<u>FORMS</u>	<u>MINIMUM LIMITS</u>
(a) Workers Compensation	Statutory
(b) Comprehensive General Liability	\$2,000,000.00
(c) Automobile Bodily Injury/Property Damage	\$1,000,000.00

XIII. BIDDER'S UNDERSTANDING

It shall be the responsibility of the Bidder to visit the work site to ascertain by inspection the pertinent local conditions.

XIV. LAWS AND ORDINANCES

The Contractor shall comply with all laws, ordinances, rules and regulations of any governmental body or agency having jurisdiction in this matter, including the ordinances of Shrewsbury Township, whether in effect at the time of the execution of the contract or thereafter during its term.

XV. PREPARATION OF BIDS

Bids shall be submitted on the form attached hereto and must be signed by the bidder. A certified check, bank money order, or bid bond with corporate surety, in the sum of Sixty Thousand Dollars (\$60,000.00) in favor of Shrewsbury Township as a guarantee of the execution of the contract is awarded to bidder must accompany each bid. No bidder shall be permitted to withdraw his bid for a period of forty-five (45) days after the date set for the opening of bids.

XVI. TERMS

Shrewsbury Township is seeking bids for:

A contract to remain in effect for three (3) years beginning July 1, 2025 and ending June 30, 2028, with a mutually agreed upon option to be extended for up to an additional two (2) years, in one (1) year increments.

XVII. REJECTION OF BIDS

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

XVIII. REPRESENTATIONS

The bidder represents by submitting a bid that he 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 him;
- b) That he is familiar with all laws, ordinances, and regulations which may in any way affect the work to be performed; and
- c) That he has an authorized place to dispose of refuse or can arrange for same prior to entering into a contract; and
- d) That he has reviewed the boundary of Shrewsbury Township and is familiar with the area to be served.

XIX. CONTRACT

The bidder to whom award is made shall enter into a written contract with Shrewsbury Township and furnish the proof of insurance required within ten (10) days of the award. Upon failure to do so, the Shrewsbury Township shall be entitled to collect or retain the Five Thousand (\$5,000) Dollars guarantee submitted with the bid.

A Performance Bond with corporate surety approved by Shrewsbury Township in the sum of one hundred (100%) per cent of the annual contract price shall be furnished by the Contractor within thirty (30) days of the award of the contract and the validity of which shall be maintained during the term of the contract.

XX. PENALTIES

Shrewsbury Township is authorized: (1) to assess the Contractor up to Two Hundred (\$200) Dollars for each individual violation and up to Two Thousand (\$2,000) Dollars for each mass violation of the provisions of the contract, and (2) 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 Township may be obligated to expend directly or indirectly to complete the contracted work.

XXI. RECYCLING

Curbside Collection

The contract provides for curbside recycling, which shall be collected in 64-gallon containers provided and distributed by the contractor. The contractor shall be required to replace any damaged, destroyed, lost or stolen recycling container. Recyclable materials shall be required to be placed in such container. The Contractor shall not be required to

empty regular refuse containers if they contain recyclable materials and recycling containers if they contain refuse materials. Contractor shall tag each container not emptied for these reasons.

XXII. SPECIFICATIONS

All terms of the specifications provided by Shrewsbury Township to the Contractor prior to submission of bids are incorporated herein by reference.

SHREWSBURY TOWNSHIP BID PROPOSAL FORM

Bid Opening: April 2, 2025 – 3:00 P.M.

BID OPTION 1

A contract for weekly **FULL-SERVICE** refuse & recycling collection, and one (1) large item per participant and **PAY-PER-BAG** refuse collection to remain in effect for three (3) years beginning July 1, 2025 and ending June 30, 2028, unless extended under paragraph XVI (Terms) of the Specifications.

FULL SERVICE and PAY-PER-BAG-SERVICE – Three (3) Years

FIRST Contract Year: July 1, 2025 – June 30, 2026

Annual Cost per 96-gallon refuse container:	\$ <u>323.28</u>
Annual Cost for Pay-Per-Bag (26 bags)	\$ <u>309.00</u>
Cost per Extra Bag:	\$ <u>12.00</u>

SECOND Contract Year: July 1, 2026 – June 30, 2027

Annual Cost per 96-gallon refuse container:	\$ <u>332.98</u>
Annual Cost for Pay-Per-Bag (26 bags)	\$ <u>318.27</u>
Cost per Extra Bag:	\$ <u>12.36</u>

THIRD Contract Year: July 1, 2027 – June 30, 2028

Annual Cost per 96-gallon refuse container:	\$ <u>342.97</u>
Annual Cost for Pay-Per-Bag (26 bags)	\$ <u>327.82</u>
Cost per Extra Bag:	\$ <u>12.73</u>

OPTIONAL YEAR 1 EXTENSION – FOURTH YEAR

Extension Year **July 1, 2028 through June 30, 2029**

Annual Cost per 96-gallon refuse container:	\$ <u>360.12</u>
Annual Cost for Pay-Per-Bag (26 bags)	\$ <u>344.21</u>
Cost per Extra Bag:	\$ <u>13.87</u>

OPTIONAL YEAR 2 EXTENSION: – FIFTH YEAR

Extension Year **July 1, 2029 through June 30, 2030**

Annual Cost per 96-gallon refuse container:	\$ <u>378.12</u>
Annual Cost for Pay-Per-Bag (26 bags)	\$ <u>361.42</u>
Cost per Extra Bag:	\$ <u>14.04</u>

BID OPTION 2

A contract for weekly collection utilizing either a **96-gallon or a 32-gallon refuse container** and a 64-gallon recycling container, and one (1) large item per participant, to remain in effect for three (3) years beginning July 1, 2025 and ending June 30, 2028, unless extended under paragraph XVI (Terms) of the Specifications.

96-GALLON or 32-GALLON REFUSE CONTAINER and 64-GALLON RECYCLING CONTAINER – Three (3) Years

FIRST Contract Year: July 1, 2025 – June 30, 2026

Annual Cost per 96-gallon refuse container:

\$ 323.28

Annual Cost per 32-gallon refuse container:

\$ 303.40

SECOND Contract Year: July 1, 2026 – June 30, 2027

Annual Cost per 96-gallon refuse container:

\$ 332.98

Annual Cost per 32-gallon refuse container:

\$ 312.71

THIRD Contract Year: July 1, 2027 – June 30, 2028

Annual Cost per 96-gallon refuse container:

\$ 342.97

Annual Cost per 32-gallon refuse container:

\$ 322.09

OPTIONAL YEAR 1 EXTENSION – FOURTH YEAR

Extension Year **July 1, 2028 through June 30, 2029**

Annual Cost per 96-gallon refuse container:

\$ 360.12

Annual Cost per 32-gallon refuse container:

\$ 338.19

OPTIONAL YEAR 2 EXTENSION: – FIFTH YEAR

Extension Year **July 1, 2029 through June 30, 2030**

Annual Cost per 96-gallon refuse container:

\$ 378.12

Annual Cost per 32-gallon refuse container:

\$ 355.10

SUBMITTED BY:

Penn Waste Inc.
Corporation, Partnership, Individual

4/2/25
Date

[Signature] District Manager
Signature/Title:

Em M. Dell Municipal Administrator
Attest

ACCEPTED/AWARDED BY SHREWSBURY TOWNSHIP:

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 2nd day of April 2025.

ATTEST:

SHREWSBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Todd A. Zeigler
Township Secretary/Treasurer

[Signature]
Arthur Rutledge
Chairman, Board of Supervisors