

**TOWNSHIP OF FAIRVIEW
YORK COUNTY, PENNSYLVANIA**

SPECIFICATIONS FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE, ONE LARGE ITEM, YARD WASTE, AND THE RECYCLING AND MARKETING OF SPECIFIC ITEMS COLLECTED WITHIN THE CORPORATE LIMITS OF THE TOWNSHIP OF FAIRVIEW AS AT PRESENT EXISTING.

THIS CONTRACT WILL BE AWARDED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS:

Invitation to Bid

General Stipulations and Information for Bidders

Specifications

Bid Forms

Affidavit

BEFORE BIDDING, ALL CONTRACTORS ARE REQUESTED TO CAREFULLY READ AND THOROUGHLY FAMILIARIZE THEMSELVES WITH THE ABOVE DOCUMENTS.

INVITATION TO BID

Sealed bids will be received by the Board of Supervisors, Fairview Township, York County, Pennsylvania, until 9:00 A.M., July 16, 2026, at the Municipal Building, 599 Lewisberry Road, New Cumberland, PA 17070-2399, at which time bids will be publicly opened and read, for the following:

THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE, YARD WASTE, AND THE RECYCLING AND MARKETING OF SPECIFIC ITEMS COLLECTED WITHIN THE CORPORATE LIMITS OF FAIRVIEW TOWNSHIP.

The Board of Supervisors may act on said bids at the meeting of July 27, 2026, at 6:00 P.M., or at a later publicly announced Township meeting. Fairview Township reserves the right to reject any or all bids and to award no or any alternate bid which the Township determines to be in the best interests of its citizens, in its sole discretion.

Bid documents may be obtained at the Municipal Building, Monday – Friday, 8:00 AM to 4:30 PM, or alternatively, on the Township website - www.twp.fairview.pa.us. Questions regarding the bid documents should be directed in writing to Donald F. Martin III, Township Manager: donmartin@twp.fairview.pa.us. A pre-bid meeting will be held June 24, 2026, at 10:00a.m. at the Township Building, 599 Lewisberry Road New Cumberland, PA 17070, attendance at which meeting is strongly encouraged.

**FAIRVIEW TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

GENERAL STIPULATIONS AND INFORMATION FOR BIDDERS

1. SEALED BIDS:

Sealed bids shall be addressed to "BOARD OF SUPERVISORS, FAIRVIEW TOWNSHIP, 599 LEWISBERRY ROAD, NEW CUMBERLAND, PA 17070" and marked "BID FOR COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE, YARD WASTE AND RECYCLABLES", in accordance with the specifications attached hereto, and will be received at the Fairview Township Municipal Building, 599 Lewisberry Road, New Cumberland, PA 17070, until 9:00 a.m., prevailing time, July 16, 2026, at which time all bids will be publicly opened and read. The Board of Supervisors may act on said bids at its regularly scheduled meeting on July 27, 2026, at 6:00 p.m., in the Municipal Building, or at a later publicly announced meeting of the Board.

2. PRINTED FORM OF BIDS:

All bids must be made upon the blank form of the bid attached hereto and must give the price proposed, figures (typed or written in ink) and must be signed by the bidder with his full name and address; where a partnership, the name and address of each partner in full; and if a corporation, limited liability company or other business entity, the place where chartered and names, titles and business addresses of the officers or members/managers. In submitting bids, the bid form must not be removed from the General Stipulations and Information for Bidders or the Specifications, but deposited intact as received, and properly sealed.

3. BID SECURITY:

Each bid must be accompanied by a Certified/Cashier's Check or Bid Bond payable to or in favor of the Township of Fairview, in the amount of \$150,000.00 as "Bid Security" to ensure good faith

in bidding. The Bid Security shall be forfeited to the Township of Fairview in the event the successful bidder neglects or refuses to enter into the contract, fails to provide a certificate of insurance as required and to give bond as hereinafter specified, not as a penalty but as just and liquidated damages for delays or additional costs or expenses incurred by the Township owing to the bidder's failure to accept the award and execute the contract, provide the required insurance and give bond, as required.

4. BID SECURITY RETURNED:

The Bid Security of the unsuccessful bidders will be returned after the contract is awarded. The Bid Security of the successful bidder will be returned after the execution and delivery of the contract and performance bond, as well as the required certificate of insurance.

5. QUALIFICATIONS OF BIDDERS:

Each Bidder shall furnish the following sworn statement with regard to the following for consideration by the Township in determining the qualifications of the Bidder to perform the work:

A. Owned-Equipment Statement: A sworn statement listing equipment owned or controlled by the Bidder and available to it for performing the work. The statement must include make, model, year, body type, capacity, and condition.

B. Experience Statement: A sworn statement listing the Bidder's experience in performing similar work to the work for which its bid is being submitted. Specifically, the experience should include past or ongoing contracts with municipalities. The statement should reflect a minimum of five (5) years of experience with similar work and contain the following information:

1. Project title and description of work, including municipality identification.
2. Dates when work started and completed.
3. The name and address of the recipient of the service and the telephone number of the contact person.

4. For the five (5) year period, any contracts defaulted upon by the bidder, or which are/were subject to litigation between the bidder and the municipality.

C. Financial Statement: A full and complete sworn financial statement as of and for the years ending 2024 and 2025. The statements should also include any unsatisfied judgements against the Bidder, including the amount of the judgement, the name and address of the creditor, the date of the judgement and the identification of public records at which the same is recorded.

6. PLANS AND SPECIFICATIONS:

With each bid, the bidder must furnish one (1) set of general plans and specifications setting forth the equipment, size of work crew, times of collection, routing and methods proposed for collecting, receiving, recycling, transporting, conveying, and disposing of all municipal waste. A copy of the Township map showing the existing collection routes is attached. The apparatus and equipment for the elimination and control of nuisances that may arise during the process of collection, treating or disposal of the material shall be shown, specified and described in sufficient detail to enable the Board of Supervisors to adjudge their adequacy and sufficiency, as it is an essential requirement of this contract that neither objectionable odors, noxious gases nor putrescent liquid shall escape during or after the process of collection, treatment, recycling or disposal to the extent of constituting a public nuisance. In addition, the bidder shall submit a SWORN STATEMENT that he will abide by all Statutes, Ordinances, Rules, and Regulations of any Municipality, Authority, and the Commonwealth of Pennsylvania providing or making available disposal facilities operating in those service areas.

7. CONTRACT, BOND, AND INSURANCE:

The successful bidder, within ten (10) business days after notification of award, shall enter into a written contract with the Township of Fairview and shall also give it a performance bond, with an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in

the amount of 100% of the highest annual contract value, conditioned that the successful bidder shall comply in all respects with the terms and conditions of the contract and the successful bidder's obligations thereunder, including the specifications, and shall indemnify and save harmless the Township of Fairview against or from all cost, expense or damage, subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the successful bidder, the successful bidder's agents or employees in or about the execution or performance of the contract, including said specifications, and shall save and keep harmless the Township of Fairview against and from all claims or losses to it from any cause whatsoever, including but not limited to patent infringement in the matter of completing said contract. The Township Solicitor must approve said bond. In lieu of the said bond, cash in the amount of 100% of the highest annual contract value may be placed in escrow at the discretion of the Township in a manner and place satisfactory to the Township. Further, within said ten (10) day period, the successful bidder shall provide to the Township a Certificate of Insurance demonstrating compliance with the requirements for insurance as set forth below. In case of failure or refusal on the part of the successful bidder to enter into and deliver the executed contract and file the aforesaid performance bond or provide the required certificate of insurance, within ten (10) business days of the notice of award, the Bid Security will be forfeited and paid to the Township of Fairview.

8. NOT TO SUBLET OR ASSIGN CONTRACT:

The Contractor shall give his personal attention constantly to the faithful performance of the work, shall keep the same under his own control, and shall not assign by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the Board of Supervisors. In such case the Contractor shall state to the Board of Supervisors in writing, the name and address of such sub-contractor as he intends employing, the portion of the work which

he is to do or the material which he is to furnish, his place of business and such other information as the Board of Supervisors may require, in order to know whether such sub-contractor is reputable and reliable and able to perform the work as called for in the specifications. The Contractor shall not, either legally or equitably, assign any of the monies payable under the contract unless by and with the like consent of the Board of Supervisors. The Contractor shall not be released from any of his liabilities or obligations under the contract should any sub-contractor fail to perform in a satisfactory manner the work undertaken by him.

9. RESERVATIONS AND ANNULMENTS:

The Board of Supervisors will determine the lowest and responsible bidder who submits a responsive bid. Said Board reserves the right, in its sole discretion, to reject any or all bids, and to re-advertise if in the judgment of the Board of Supervisors that the best interest of the Township will thereby be promoted, to award no or any alternate bids, to waive technical defects, if in the judgment of the Board of Supervisors the interest of the Township shall so require, and to annul any contract if, in the opinion of the Board of Supervisors, there shall be a failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon the Township articles or services inferior to those required by the contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right or claim of the Township to damages for the breach of any of the covenants of the contract by the Contractor.

No bid will be considered for any person, firm or corporation, who has defaulted in the performance of any contract or agreement made with the Township of Fairview or where, in the opinion of the Board of Supervisors, it has been shown that said person, firm or corporation has failed to perform satisfactorily such contract or agreement.

10. BIDS MAY BE REJECTED AS INFORMAL:

Bids that contain irregularities of any kind may be rejected as informal.

11. TERM AND TIME OF COMMENCEMENT:

The term of this contract shall be five (5) years with the Contractor commencing work on January 1, 2027, and ceasing work on December 31, 2031.

12. BIDDER'S RESPONSIBILITY AS TO NUMBER OF DWELLING UNITS:

It is stipulated that the bid shall be for an annual rate (to be paid in quarterly installments) per unit.

A "dwelling" is a building used for residential purposes, except hotels, apartments with more than six (6) dwelling units, mobile homes in mobile home parks, and motels. A "dwelling unit" is one or more rooms in a dwelling which room or rooms have fixed cooking facilities arranged for occupancy by one (1) person, two (2) or more persons living together, or one (1) family.

All bidders are advised and cautioned that the Township makes no warranty as to the number of dwelling units that are not accessible to conventional type packer trucks now or at any time in the future. It will be the responsibility of the successful bidder to ascertain the number of dwelling units from time to time and to deliver the information to the Township or its collecting agent. As the bid is for annual (to be paid in quarterly installments) rate per dwelling unit, nothing herein is to be construed as a warranty as to the number of dwelling units that will opt for the low-volume service option or the gross amount of revenue that may be received at any time by the successful bidder. As of March 1, 2026, a total of 6,735 +/- accounts were billed by the current refuse contractor for standard service with no option for low volume service at a delinquency rate of 3.2%. In 2025, 1,339 +/- tons of recyclable materials and 6,025+/- tons of refuse were collected. Further, in 2025, 99 +/- tons of yard waste were transported to the yard waste facility. FOR BIDDING PURPOSES ONLY, ASSUME 10% OF RESIDENTIAL DWELLINGS WILL OPT FOR LOW VOLUME SERVICE.

13. INACCESSIBLE AREAS:

It will be the responsibility of the successful bidder to provide for collections in areas that are not

accessible with conventional type packer trucks. Currently, areas known to be inaccessible to such a truck are as follows:

- A. Last four (4) properties on dirt portion of Marsh Run Road.
- B. Three (3) properties on east side of Old York Road facing PA Turnpike.
- C. Three (3) properties at end of Valley Road.
- D. Ten (10) properties on Nissel Lane.
- E. Two (2) properties at extreme end of Fetrow Lane.
- F. Four (4) properties at end of Y.M.C.A. Drive.
- G. Two (2) lanes off Springers Lane, a total of nine (9) properties.
- H. Two (2) properties off Shauffnertown Road (lane across from trailer park)
- I. Three (3) properties on lane off Gaumer Road.
- J. Eight (8) properties on lane off Lewisberry Road across from park entrance.
- K. Four (4) properties on Clearview Road
- L. Nine (9) properties on Hemlock Road
- M. Three (3) properties on the east end of Summit Road
- N. Three (3) properties on Hain Road
- O. Ten (10) properties on Bethel Church Road

14. BULK ITEM COLLECTION:

It will be the responsibility of the successful bidder to collect one (1) bulk item per week through curbside collection. Contractor will collect bulk items by appointment; and the scheduling for collection of these items will be the responsibility of the resident.

15. CHRISTMAS TREES:

It will be the responsibility of the successful bidder to collect, transport, and dispose of Christmas trees to the Fairview Township Compost Facility on the third Saturday during the month of January.

16. RECYCLABLES:

It will be the responsibility of the successful bidder to conduct curbside recycling in accordance with the provisions of PA Act 101, as amended and supplemented from time to time, on the same day as municipal waste collection. Items to be recycled are aluminum, steel, and bi-metal cans; clear, green, and amber glass; newsprint; plastic containers; and cardboard. The Contractor will

provide and distribute, free of charge, a 64 gallon (or larger) mobile cart that will provide for the co-mingling of recyclable materials. The ownership of the recycling container shall remain the property of the Contractor during the term and upon the expiration of the contract.

RECYCLABLES SHALL NOT BE COMINGLED WITH MUNICIPAL WASTE!

With each bid, the Bidder must furnish a letter from a recycling center certifying the center's capability to accept and market the recyclables over the full term of the Contract.

RECYCLING EDUCATION: The Contractor shall provide recycling education to all residential and business customers located in Fairview Township in the form of at least one (1) annual mailing via US Mail. In the event items to be recycled change (items are no longer to be recycled or items are added to the list to be recycled), the Contractor shall provide a mailing of such change to all residents no less than 30 days prior to the effective date of such change. The recycling mailings shall be in the form of brochures and/or other educational materials that outline the benefits and ease of recycling as well as its effects on the community and environment. Further, the Contractor shall include similar recycling educational material on its website.

17. YARD WASTE:

Yard waste shall include tree trimmings, shrubbery, brush, and any other organic landscape vegetation. On the collection dates established by the Township, the Contractor will accept an unlimited amount of properly packaged yard waste material. Yard waste materials shall be in containers or tied in bundles that are no longer than four (4) feet in length, weigh no more than forty (40) pounds each, and have branches not exceeding six (6") inches in diameter. The Contractor will transport all yard waste to the Township's compost facility. The following items will not be accepted for yard waste collection: grass clippings, leaves (leaf collection is provided by the Township), dirt or stones, produce, regular household trash.

SPECIFICATIONS FOR THE COLLECTION AND DISPOSAL OF MUNICIPAL WASTE, YARD WASTE, AND THE COLLECTION AND MARKETING OF RECYCLABLES

1. WORK TO BE DONE:

The work to be done under this contract consists of the collection by the use of closed unit vehicles from the curb, alley or such other locations as established by Ordinance, and disposal in the manner herein described of all municipal waste and recyclables (as defined in Pennsylvania Act 101, Municipal Waste Planning, Recycling and Waste Reduction Act, as amended and supplemented from time to time) and yard waste as defined in this document from dwellings and dwelling units within the corporate limits of the Township of Fairview, York County, Pennsylvania, as is presently existing. Apartments with more than six (6) dwelling units, hotels, motels, mobile homes in mobile home parks, commercial establishments, and waste from industry are excluded from this contract.

2. PROVISIONS FOR DUMPING PLACE:

The Contractor will utilize a landfill or incinerator operated by, or on behalf of, the York County Solid Waste and Refuse Authority to dispose of all municipal waste to be collected during this contract except as otherwise provided herein. **THE CONTRACTOR MUST SUBMIT WITH ITS BID PROPER PROOF IN WRITING THAT THE CONTRACTOR EITHER HAS OR CAN OBTAIN PERMISSION TO USE SAID INCINERATOR OR LANDFILL THROUGHOUT THE TERM OF THE CONTRACT.** In addition, the bidder shall submit a sworn statement that he will abide by all Ordinances, Rules, and Regulations applicable to said incinerator or landfill. In the event that there is an increase in charge to the Contractor for the use of the landfill or incinerator during the term of this contract, the Contractor may increase his charges in such amount, and only in such amount, as will enable Contractor to recover increased expenses, if any. Said increase will become effective no less than thirty (30) days after the Contractor has submitted to the Board of

Supervisors satisfactory evidence of such increased expense.

3. METHODS OF COLLECTION:

All materials shall be collected in carts provided by the contractor at no additional cost to the residents, and shall be removed without spilling, loaded in the truck, and delivered to the disposal facilities. Trucks for the removal of municipal waste and recyclables shall be made of metal, securely covered, watertight, strongly built, kept thoroughly cleansed and well painted and lettered in accordance with PA Act 101, as amended and supplemented from time to time. All equipment utilized shall conform to the laws of Pennsylvania, Rules, and Regulations of the Department of Environmental Protection, and the York County Solid Waste and Refuse Authority. Open trucks or trucks covered with tarps will not be acceptable for the collection of municipal waste.

4. DAYS WHEN COLLECTIONS SHALL BE MADE:

The Contractor and the Township shall determine on which days the collection shall be made, and the Contractor shall maintain the current schedule; provided, however, that the Contractor, only with the prior written approval of the Township, may change the days of collection from time to time. All collections shall be made at least once per week from each dwelling and dwelling unit. Christmas tree collection shall be made on the third Saturday of January. Yard waste collection shall be scheduled one Saturday each month from April 1 through November 30. In the event the Contractor would be required to change collection days due to a holiday or other approved reason, it shall be the Contractor's responsibility to notify the residents as well as list the change in the day of collection on the Contractor's website.

5. HOURS WHEN COLLECTIONS SHALL BE MADE:

All collections shall be made AFTER 6:00 AM, prevailing time, unless otherwise necessitated by natural catastrophe, extreme weather, or other conditions beyond the control of the Contractor. The extension of said hours shall always be subject to prior approval by the Township and

Contractor shall make reasonable efforts to notify residents of extended collection hours.

6. CONTAINERS TO BE PROVIDED BY THE CONTRACTOR:

The Contractor will provide and distribute free of charge, up to (2) two 96-gallon mobile carts for Standard Service or (1) one 35-gallon cart for Low Volume service for use by owners or occupants of each property served. The ownership of the container(s) shall remain the property of the Contractor during the term, and upon the expiration of the contract. Municipal waste shall be thoroughly drained of all water. Tree trimmings, hedge clippings, and similar rubbish shall be cut in lengths not to exceed four (4) feet and shall be securely tied in bundles before being deposited for collection. All materials to be collected shall be placed at the designated location in time for collection by the Contractor. In case of dispute, the Township shall decide as to the location to be selected for placement of containers by the owner or tenant. Refuse containers shall be placed along or on the curb, and where there is no curb, immediately next to the cartway of the road, but no more than ten feet (10') from the curb or edge of the road.

7. PENALTY FOR IMPROPER HANDLING OF CONTAINERS:

All containers broken or destroyed in improper or careless handling of same by the collector shall be replaced by the Contractor at their own expense.

8. RULES UNDER WHICH MUNICIPAL WASTE SHALL BE COLLECTED:

The Contractor will be required to collect the municipal waste placed within the mobile cart(s) provided by the Contractor. Where Contractor has not made a collection because of failure of owner or occupants to comply with collection ordinances or regulations, the Contractor shall issue a written notice to the owner or occupants with instructions on collection requirements and shall report the matter in writing to the Township. Tires, removed from the wheels, and less than 32 inches in diameter with twelve inches maximum tread width, and carpet in forty-eight-inch lengths rolled and tied shall count as one (1) container.

9. MISSED COLLECTIONS:

At Contractor's sole cost and expense, the Contractor shall be responsible for the collection of any municipal waste, bulk item or recyclables missed or overlooked during the regular or scheduled collection. All missed materials /collections shall be collected within twenty-four (24) hours following notice to the Contractor.

10. COMMUNICATION WITH TOWNSHIP OFFICE:

The Contractor shall contact the Township office each day for the exchange of information pertaining to the refuse collection contract.

The Contractor shall document in writing all collection issues citing date, time, property address, and specific collection issue and forward this report electronically to the Township no less than once per week.

11. CONTRACTOR TO HAVE TELEPHONE IN HOUSE AND OFFICE:

The Contractor shall have telephone communications in their own name with their office or plant properly listed, in all telephone directories used in the area, and shall attend such telephone between the hours of 8:00 a.m. and 5:00 p.m. every day each week, except Saturday and Sunday. Trucks used for collection shall be radio equipped to provide communication to Contractor's office.

12. INFORMATION AND COMPLAINT HANDLING

Public Information and Advertising.

A. Prior to start of contract:

1. Prior to the effective date for the contractor to begin collecting municipal

solid waste and/or recyclables under the contract, the contractor shall develop and disseminate a public notice approved by the Township. This public notice shall include the schedules for pickup of both municipal solid waste and/or recyclables; rules, regulations and guidelines for residents in the use of the services under the contract; information regarding complaint handling by the contractor, including a telephone number; the process for how to register for low-volume collection; and any other notice by the Township. This notice shall, at minimum, be advertised and a copy of this flyer mailed to each property served on the route at least sixty (60) days prior to start-up of the collection service under the contract. This public notice shall be approved by the Township.

2. The Collector shall also provide to the Township, a copy of the notice as an informational flyer.

B. Complaint Handling: - **The Collector must provide a local telephone answering service, and a designated contact, for receiving and responding to complaints in a timely manner.** All complaints by residents of the Townships made through the Township or directly to the Collector regarding the services provided under the contract shall be responded to by the Collector within two (2) working days after receipt of the complaint.

1. The Collector shall submit a report to the Township each month by the last day of the following month listing all of the complaints received by the Collector during the previous calendar month. This report shall be in a format as agreed upon by the Township and shall include, at minimum, the following information:

- a. Date of Complaint.
- b. Name, address and telephone number of person making complaint.

- c. Description/nature of complaint.
- d. Name and title of person taking complaint.
- e. Date of resolution of complaint.
- f. Description of resolution of complaint.
- g. If the complaint has not been resolved, this should also be indicated.

Failure of the Collector to respond to any complaint in the time period required shall be considered a violation of the contract and the Collector shall be subject to penalties as otherwise provided in these specifications.

13. PENALTIES FOR VIOLATIONS OF THE CONTRACT:

A. Amounts: It shall be understood and agreed that the Township has the right to assess and bill to the Contractor amounts as penalties for each violation of the contract as follows:

1. Garbage not collected, per dwelling unit, \$30.00,
2. Failure to timely replace reusable refuse containers, or resolve complaint as required, per dwelling unit, \$ 30.00,
3. Spillage of any solid waste when conveying solid waste to the collection vehicle or from the collection vehicle onto public street or private property and failing to immediately clean the spillage from the street or private property, per occurrence, \$150.00,
4. Failure to make special pickups, per dwelling unit missed, \$3.00
5. Disposal of waste at a disposal facility that is not properly permitted or licensed to receive such waste, or at a facility not designated to receive waste as per the Specifications, per occurrence, \$500.00

B. Subsequent Violations: The above deductions or penalty assessments shall be for

the first offense. The deductions (penalties) for 1, 2, and 4, as listed in Subsection A above, shall increase by Twenty-five Dollars (\$25.00) for each subsequent violation during any contract year. The deductions (penalties) for 3, as listed in Subsection A above, shall increase Fifty Dollars (\$50.00) for each subsequent violation during any contract year. The deductions (penalties) for 5, as listed in Subsection A above, shall increase by One Hundred Dollars (\$100.00) for each subsequent violation during any contract year.

- C. Resolution of Disagreements or Penalties: Any questions on deductions or penalty assessments for violations shall be decided by the Township Manager, subject to appeal to the Board of Supervisors. The decision of Board of Supervisors on the question of the appropriateness of the deduction for violation shall be final and conclusive.

14. DUMPSTER SERVICE:

The Contractor will supply, at no additional cost, four (4) dumpsters at the Municipal Building (Lewisberry Road), 3 of these will be for municipal waste and the fourth for recyclable materials and two (2) dumpsters at the Fairview Township Fire Department (340 Lewisberry Road), one (1) dumpster for municipal waste and one (1) dumpster for recyclable materials and two (2) dumpsters at the Fairview Township Fire Department (520 Locust Road), one (1) dumpster for municipal waste and one (1) dumpster for recyclable materials. The Contractor will empty the dumpsters once a week or more regularly, at the request of the Township, if needed.

15. REFUSE COLLECTION, VARIOUS TOWNSHIP SITES:

The Contractor will provide toters (number in brackets) and collect refuse and recyclables, at no additional cost, at the following locations per the collection schedule specified for the area in which they are located:

Fairview Township Concession Stand (2) each, 599 Lewisberry Road

Roof Park (23) trash and (34) recycle, 599 Lewisberry Road

Green Lane Park (1) each, Old Ford Drive

Hempt Field (2) each, Springers Lane

Mickle Field (1) each, Ross Avenue

New Market Park Boat Launch (2) each, Ross Avenue

Woodbridge Park (1) each, Woodbridge Drive

Marsh Run Park (1) each, Marsh Run Road

Compost Facility (1) trash (2) recycle, Spanglers Mill Road

Spanglers Mill Bridge (1) each, Spanglers Mill Road

McCollum Park (2) each, Water Street

Paul R. Eichelberger Memorial Park (1) each, Ann Drive

Fairview Township Highway Garage (2) recycle, 599 Lewisberry Road

16. MATERIALS COLLECTED TO BE PROPERTY OF CONTRACTOR:

The Contractor for the collection and disposal of any material mentioned in these specifications will become the owner of such materials from the time of its collection.

17. EXCLUSIVE RIGHT TO SUCCESSFUL BIDDER:

The exclusive right and privilege of collecting, removing, and disposing of all municipal waste and recyclables in the Township of Fairview as previously mentioned, is given to the successful bidder. No person shall carry, convey, or transport through the streets, alleys, or public places of the Township any of the previously mentioned material without being subject to the penalties prescribed by the laws of the Commonwealth and ordinances of the Township. The Township agrees on its part to prevent, as far as it is lawful, any person other than the Contractor from gathering, hauling, removing, or carrying any material within the Township limits, which by these

specifications the Contractor is required to dispose of hereunder.

18. OBSERVANCE OF LAWS AND ORDINANCES:

All ordinances of Fairview Township, laws of the Commonwealth of Pennsylvania, regulations of the York County Solid Waste and Refuse Authority, and laws of the United States and all applicable regulations must be observed by the Contractor.

19. INSURANCE:

The Contractor will be and is hereby responsible for all damage to property, persons, or accidents, which may occur to any person or persons in consequence of his act, or the acts of their agents, servants, or employees. Contractor agrees that liability and workmen's compensation insurance shall be furnished protecting the Township against loss or injury occasioned by the acts of the Contractor, his agents, servants, or employees in accordance with the following minimum insurance requirements:

General Liability:

\$1,000,000 Each Occurrence
\$3,000,000 General Aggregate
\$3,000,000 Completed Operations Aggregate

Fairview Township Named as an Additional Insured

Automobile Liability:

\$1,000,000 Combined Single Limit
Coverage to include Owned, Non-owned, and hired.

Fairview Township Named as an Additional Insured

Workers Compensation:

\$100,000 Employers Liability Each Accident
\$100,000 Employers Liability Disease – Each Employee
\$500,000 Employers Liability Disease – Policy Limit

Excess/Umbrella Liability:

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

The Township shall be named as additional insured on all liability policies, as permitted by law.

Cancellation – 30 Days Written Notice required, except for nonpayment of premium, in which case, written notice shall be given at least 10 days in advance.

The Contractor shall comply with the provisions of the current Workmen's Compensation Act and any supplements or amendments thereto, relative to workmen's compensation insurance, and shall furnish proof to the Township that he has accepted the provisions of said Act and either insured his liability thereunder or secured exemption therefrom. The Contractor shall and does hereby save the Township of Fairview harmless from any and all suits for damages which are or can be brought against the Township of Fairview in connection with the collection, removal, disposal, and recycling of all municipal waste, yard waste, and recyclables, within the Township of Fairview, York County, Pennsylvania.

20. MODIFICATION OF CONTRACT:

This contract and the specifications contained herein may be modified and changed from time to time, as may previously be agreed upon in writing between the parties hereto, in a manner not materially affecting the substance hereof provided, however, that the written consent of the Board of Supervisors be first obtained.

21. CONDITIONS UNDER WHICH CONTRACT MAY BE CANCELED OR TERMINATED BY THE BOARD OF SUPERVISORS:

If the work under this contract shall be abandoned by the Contractor, or if this contract shall be assigned or the work sublet by him other than as herein specified, or if at any time the Board of Supervisors shall be of the opinion, and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this

contract, or the specifications thereof, or is executing the same in bad faith, or not in accordance with the terms thereof, the Board of Supervisors may cancel and terminate this contract by a written notice, to be served upon the Contractor either personally, by certified mail, return receipt requested or by leaving it at his residence or office, and the Board of Supervisors shall thereupon have the power and is hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill this contract and in such cases, the Township shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the Township, and upon a re-letting of the contract, if the amount of the monies received by the Township shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Township the amount of such differences.

22. AUTHORIZING TOWNSHIP TO PERFORM CONTRACT:

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms thereof, and the Board of Supervisors decided not to cancel and terminate this contract as provided in the previous clause, the Board of Supervisors shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the performance bond filed by the Contractor, out of any funds held by the Township for the Contractor, or out of both or either as the Township may determine.

23. BILLING AND PAYMENT PROCEDURE:

The Contractor shall be responsible to register each resident for the elected choice of regular volume or low-volume collection. The Contractor will bill the customers quarterly and will collect the annual rate per dwelling unit in equal quarterly installments. Any dwelling unit which is unoccupied, and which generates no solid waste or recyclable materials for not more than one

entire calendar quarter shall be exonerated from the charges for the collection and disposal of solid waste and the collection and marketing of recyclable materials for said calendar quarter. Such exonerations shall be made only after the owner(s) has filed an affidavit with the Contractor prior to the occurrence of the vacancy certifying the quarter for which the vacancy will occur and acknowledging the date on which solid waste and recycling collection service shall resume.

A copy of the customer list, in an electronic format, shall be provided to the Township within ten (10) days from the date of said request and at the beginning and ending of this contract and on an annual basis in December and shall become Township property. The customer list shall include, but not be limited to, account numbers, customer names, customer addresses, service types, and balances due.

24. BID/CONTRACT PERIOD:

It is the intention of the Township to bid and award the Refuse Collection Contract for a period of five years, beginning January 1, 2027, and ending December 31, 2031.

25. BID AWARD:

The bid will be awarded to the bidder who is determined to be responsive and responsible and will be awarded based on the lowest total for Items 1 and 2 of the selected bid option for a dwelling unit over the five (5) year contract period.

BID FORMS

**FULLY AUTOMATED BID OPTION 1 ITEM No. 1 (STANDARD VOLUME) FOR
COLLECTION, DISPOSAL, AND MARKETING
OF MUNICIPAL WASTE, YARD WASTE, AND RECYCLABLES
FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA**

Date: _____, 2026

The undersigned, having read the Notice to Bidders, General Stipulations and Information for Bidders and Specifications, hereby offers to furnish all labor, material and equipment required to collect, dispose or market all municipal waste, yard waste, and recyclables collected within the corporate limits of the Township of Fairview as it presently exists, pursuant to and in strict and full compliance with the General Stipulations and Information for Bidders and Specifications hereto attached, and by this reference made a part of this offer, for and during the term as specified for collection of up to (2) two contractor provided carts for trash, recyclable carts, large item collection, Christmas tree collection, and yard waste collection at those annual rates (payable in quarterly installments) stated below:

January 1, 2027 – December 31, 2027:

(\$ _____) Per Dwelling Unit per Year X 6,075 dwellings =\$ _____ Total for Year 1

January 1, 2028 – December 31, 2028:

(\$ _____) Per Dwelling Unit per Year X 6,075 dwellings =\$ _____ Total for Year 2

January 1, 2029 – December 31, 2029:

(\$ _____) Per Dwelling Unit per Year X 6,075 dwellings =\$ _____ Total for Year 3

January 1, 2030 – December 31, 2030:

(\$ _____) Per Dwelling Unit per Year X 6,075 dwellings =\$ _____ Total for Year 4

January 1, 2031 – December 31, 2031:

(\$ _____) Per Dwelling Unit per Year X 6,075 dwellings =\$ _____ Total for Year 5

Total Bid Option 1 Item 1 \$ _____

**FULLY AUTOMATED BID OPTION 1 ITEM No. 2 (LOW VOLUME) FOR COLLECTION,
DISPOSAL, AND MARKETING
OF MUNICIPAL WASTE, YARD WASTE, AND RECYCLABLES
FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA**

Date: _____, 2026

The undersigned, having read the Notice to Bidders, General Stipulations and Information for Bidders and Specifications, hereby offers to furnish all labor, material and equipment required to collect, dispose or market all municipal waste, yard waste, and recyclables collected within the corporate limits of the Township of Fairview as it presently exists, pursuant to and in strict and full compliance with the General Stipulations and Information for Bidders and Specifications hereto attached, and by this reference made a part of this offer, for and during the term as specified for collection of (1) one 35 gallon contractor provided cart for trash, (1) one 65 gallon recyclable cart, large item collection, Christmas tree collection, and yard waste collection at those annual rates (payable in quarterly installments) stated below:

January 1, 2027 – December 31, 2027:

(\$ _____) Per Dwelling Unit per Year X 675 dwellings = \$ _____ Total for Year 1

January 1, 2028 – December 31, 2028:

(\$ _____) Per Dwelling Unit per Year X 675 dwellings = \$ _____ Total for Year 2

January 1, 2029 – December 31, 2029:

(\$ _____) Per Dwelling Unit per Year X 675 dwellings = \$ _____ Total for Year 3

January 1, 2030 – December 31, 2030:

(\$ _____) Per Dwelling Unit per Year X 675 dwellings = \$ _____ Total for Year 4

January 1, 2031 – December 31, 2031:

(\$ _____) Per Dwelling Unit per Year X 675 dwellings = \$ _____ Total for Year 5

Total Bid Option 1 Item 2 \$ _____

Total Bid Option 1 (Items 1&2) \$ _____

**COMBINATION AUTOMATED AND NON-AUTOMATED BID OPTION 2 Item No. 1 FOR
COLLECTION, DISPOSAL, AND MARKETING
OF MUNICIPAL WASTE, YARD WASTE, AND RECYCLABLES
FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA**

Date: _____, 2026

The undersigned, having read the Notice to Bidders, General Stipulations and Information for Bidders and Specifications, hereby offers to furnish all labor, material and equipment required to collect, dispose or market all municipal waste, yard waste, and recyclables collected within the corporate limits of the Township of Fairview as it presently exists, pursuant to and in strict and full compliance with the General Stipulations and Information for Bidders and Specifications hereto attached, and by this reference made a part of this offer, for and during the term as specified for collection of up to (2) two contractor provided carts for trash, OR up to 5 personally owned garbage cans or bags, recyclable carts, large item collection, Christmas tree collection, and yard waste collection at those annual rates (payable in quarterly installments) stated below:

January 1, 2027 – December 31, 2027:

(\$ _____) Per Dwelling Unit per Year X 6,075 dwellings =\$ _____ Total for Year 1

January 1, 2028 – December 31, 2028:

(\$ _____) Per Dwelling Unit per Year X 6,075 dwellings =\$ _____ Total for Year 2

January 1, 2029 – December 31, 2029:

(\$ _____) Per Dwelling Unit per Year X 6,075 dwellings =\$ _____ Total for Year 3

January 1, 2030 – December 31, 2030:

(\$ _____) Per Dwelling Unit per Year X 6,075 dwellings =\$ _____ Total for Year 4

January 1, 2031 – December 31, 2031:

(\$ _____) Per Dwelling Unit per Year X 6,075 dwellings =\$ _____ Total for Year 5

Total Bid Option 2 Item1 \$ _____

COMBINATION AUTOMATED AND NON-AUTOMATED BID OPTION 2 ITEM No. 2 (LOW VOLUME) FOR COLLECTION, DISPOSAL, AND MARKETING OF MUNICIPAL WASTE, YARD WASTE, AND RECYCLABLES FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA

Date: _____, 2026

The undersigned, having read the Notice to Bidders, General Stipulations and Information for Bidders and Specifications, hereby offers to furnish all labor, material and equipment required to collect, dispose or market all municipal waste, yard waste, and recyclables collected within the corporate limits of the Township of Fairview as it presently exists, pursuant to and in strict and full compliance with the General Stipulations and Information for Bidders and Specifications hereto attached, and by this reference made a part of this offer, for and during the term as specified for collection of (1) one 35 gallon contractor provided cart for trash or 1 personal trash can or bag, (1) one 65 gallon recyclable cart, large item collection, Christmas tree collection, and yard waste collection at those annual rates (payable in quarterly installments) stated below:

January 1, 2027 – December 31, 2027:

(\$ _____) Per Dwelling Unit per Year X 675 dwellings = \$ _____ Total for Year 1

January 1, 2028 – December 31, 2028:

(\$ _____) Per Dwelling Unit per Year X 675 dwellings = \$ _____ Total for Year 2

January 1, 2029 – December 31, 2029:

(\$ _____) Per Dwelling Unit per Year X 675 dwellings = \$ _____ Total for Year 3

January 1, 2030 – December 31, 2030:

(\$ _____) Per Dwelling Unit per Year X 675 dwellings = \$ _____ Total for Year 4

January 1, 2031 – December 31, 2031:

(\$ _____) Per Dwelling Unit per Year X 675 dwellings = \$ _____ Total for Year 5

Total Bid Option 2 Item 2 \$ _____

Total Bid Option 2 (Items 1&2) \$ _____

ACCOMPANYING THIS BID ARE THE FOLLOWING:

1. **Certified Check or Bid Bond, payable to Fairview Township in the amount of \$150,000.00.**
2. **A copy of the Company's required financial statements.**
3. **One (1) set of general plans and specifications and other information required pursuant to paragraph 6 of the General Stipulations and Information for Bidders.**
4. **Sworn experience statement.**
5. **If the Bidder is a partnership, it must be indicated, and all partners must sign.**
6. **Per paragraph 2 of the Specifications, written proof that Contractor has or can obtain permission to use the specified incinerator and/or landfill throughout the term of the contract.**

Company Name: _____

Address: _____

Email Address: _____ **Telephone:** _____

Attest:

Title:

(CORPORATE SEAL)

By: _____
Title:

By: _____
Title

By: _____
Title

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF _____:

The undersigned, duly sworn according to law, deposes and says as follows:

Should he be awarded the contract for the collection, disposal and marketing of municipal waste, yard waste, and recyclables collected within the corporate limits of the Township of Fairview, he will abide by all Ordinances, Rules and Regulations of said Township, as well as those of any Municipality or Authority whose site is used for the disposition of the said municipal waste, yard waste, and recyclables.

Further, the Contractor will abide by all applicable rules, regulations, or laws adopted by the Commonwealth of Pennsylvania regarding the collection, recycling, transportation, and disposal of Municipal waste.

Title:

Sworn to and subscribed before me.

this _____ day of _____, 2026.

Notary Public

NON-COLLUSION AFFIDAVIT

I, _____, the Bidder (or the Chairman & CEO of _____ the Bidder) for the collection, transportation and disposal of residential solid waste, large items, recycling, and yard waste in Fairview Township for the period of January 1, 2027, to December 31, 2031, hereby swear and affirm that:

1. Neither the Bidder, nor any co-owner, partner, executive officer or greater than 5 percent shareholder of the Bidder, has been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years, except for the following:

2. Neither the Bidder, nor any co-owner, partner, executive officer or greater than 5 percent shareholder of the Bidder has engaged in any activity with any other person, including other bidders, or officers, employees or agents of Fairview Township, to determine in advance the winning bidder for the collection and transportation of residential garbage and recycling for Fairview Township for the period of January 1, 2027 to December 31, 2031, including but not limited to (a) agreeing to submit identical bids, (b) agreeing to rotate bids, (3) agreeing to share profits with another bidder who does not submit the low bid, (4) submitting pre-arranged bids, agreed-upon higher or lower bids, or other complementary bids, or (5) agreeing not to submit bids.

The statements made in this affidavit are true and correct. I understand that any false statements made herein are subject to penalties of 18 Pa. C.S. §4903, relating to false swearing, and the Anti-Bid Rigging Act, Act of Oct. 28, 1983, P.L. 176, No. 45, 73 P.S. §§1611, et seq.

Bidder:

By: _____
Name: _____
Title: _____

Sworn and Subscribed to me this ____ day
of _____, 2026.

Notary Public

My Commission Expires:

Notice

If this affidavit discloses that a person has been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or any public contract within the last three years, it DOES NOT PROHIBIT Fairview Township from accepting the bid but may be a ground for consideration on the question of whether the Township should decline to accept the bid on the basis of lack of responsibility.

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