

INVITATION FOR BIDS

The York Housing Authority of the City of York will receive sealed bids for trash removal and recycling services for the Administrative Office, Broad Park Manor, Jefferson Community Center, the York Towne House, Springfield Apartments, Stony Brook Manor, the Fairmont, and Fairmont Village all located in York County.

The sealed bids will be received at the York Housing Authority Administrative Office, 31 South Broad Street, P.O. Box 1963, York, Pennsylvania 17405, until **Thursday, May 13, 2010 at 9:00 a.m. EST**, at which time and place all bids will be publicly opened and read aloud. There will be a pre-bid meeting held on Wednesday, May 5, 2010 at 10:00 a.m. at 31 S Broad St, York PA.

Specifications, instructions to bidders, proposed forms of contract documents, and bidding documents may be secured from the Authority office referenced above by calling (717) 845-2601, extension 1135 or by web site www.yorkhousingauthority.com

The provision of Equal Employment Opportunity is applicable to this contract.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Housing Authority of the City of York.

The Authority reserves the right to reject any, or all, bids and to waive any informalities in the bidding.

HOUSING AUTHORITY OF THE CITY OF YORK

Cindy R Utz
Administrative Officer 2

TRASH AND RECYCLING SERVICES

Housing Authority of the City of York Housing
31 South Broad Street
York, PA 17403

Contact Person: Cindy Utz
Telephone: (717) 845-2601, ext. 1135

DIVISION I - GENERAL REQUIREMENTS

1. SCOPE

Instructions to Bidders, General Conditions, Special Conditions, and all other applicable parts of the contract documents shall be included under this section of the specification.

2. DEFINITION

The word "Owner" used throughout this specification means the Housing Authority of the City of York, or its authorized representative.

3. GENERAL

a. The work covered by the contract documents consists of providing trash removal and recycling services for:

***31 South Broad Street** -office of "Authority" and 27 S. Broad Street, White Rose Senior Center, City of York

***440 East King Street** -280 units-HOWEVER this trash is chiefly ash from incinerator-averages 12 bags twice a week for the 3 high rise buildings, 449 East King Street, 133 South Broad Street, and 440 East King Street known as Broad Park Manor, City of York

***Stony Brook Manor** - 100 units plus office and maintenance area, Springettsbury Township.

***The Fairmont** - 75 units plus office and maintenance area, Fairview Township.

***Fairmont Village** - 25 units, Fairview Township.

***Springfield Apartments** - 75 units plus office and maintenance area, West Manchester Township.

***Jefferson Community Building** – office building that houses social service agencies, City of York.

***190 Willis Road**- Central maintenance/storage area, City of York

*** York Towne House**- 200 units plus office and maintenance area, City of York

***490 East Market Street** - Maintenance Offices

b. The work shall be performed under a single prime contract consisting of providing trash removal and recycling services consistent with Pennsylvania and City/Township requirements as applicable. **However, due to HUD regulations the bill for this contract must be broken down by address/development. Each address/development MUST be billed separately.**

c. The project (or the work) consists of providing all materials, labor, plants, equipment, tools, machinery, transportation and services necessary for, or reasonably incidental to, providing trash removal and recycling services.

d. The contractor shall thoroughly examine the bidding requirements and the contract documents to ensure his knowledge of the conditions and requirements affecting the project. The bidder, by submitting a bid, acknowledges that he has informed himself fully in this regard. No claim for extra compensation will be allowed for the contractor's failure to comply with this requirement.

e. The contractor shall inspect the premises prior to submitting a bid in order to be fully aware of the scope of services required. Failure to do so will not relieve the successful bidder from performing in accordance with the strict intent and meaning of the specifications without additional cost to the Housing Authority of the City of York.

4. CONTRACTOR'S DUTIES

a. The contractor is responsible for all personnel involved in the work, including those of his direct employ, his subcontractors and suppliers of materials and equipment and/or labor. He shall protect the Housing Authority of the City of York from all claims for damages to any and all persons or property resulting from the execution of this contract. The contractor shall make good, at his own expense, all damages to the Housing Authority of the City of York property from the fault or negligence, of any of his employees. All employees of the contractor shall comply with all regulations of the Housing Authority of the City of York.

b. The contractor shall procure all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful performance of the work. The contractor shall pay all State, County, and City fees, permits, etc., which may be required in the performance of this contract.

c. The contractor shall promptly submit written notice to owner of observed variance of contract documents from legal requirements.

d. The contractor shall invoice by name and/or locations as noted under Section 3 General.

e. Contract period

One year from the date of execution of the contract. Term of Services- It is proposed that services will begin on **July 1, 2010** and continue through **June 30, 2011** subject to terms and conditions of this Contract. At the discretion of the Housing Authority of the City of York, the contract may extend through **June 30, 2011**. Prices for the **July 1, 2011** through **June 30, 2012** period are requested on the Proposal Form.

f. Penalty/fines

The Authority requires that drivers for both trash and recycling collection provide receipt of service. The Authority will impose a \$100 penalty for each collection missed, defined as over 24 hours from scheduled pickup.

5. DOCUMENT SUBMISSION REQUIRED AS BID SUBMISSION:

- a. Bid for Trash Removal and Recycling
- b. Bid Guaranty
- c. Form of Non-Collusive Affidavit
- d. Certifications and Representations of Offerors, Non-Construction Contract
- e. Statement of experience sufficient to evaluate for points under proposal selection
- f. Contact information for three current customers/clients for reference checks

6. PROPOSAL SELECTION:

The Housing Authority of the City of York will use the competitive proposal procedure and select proposals based on the following evaluation factors: (Point values are listed in parenthesis after each category.)

Price-- (0 to 10 points) with the lowest combined 2 year base bid submitted receiving 10 points and all other rates being given points according to the following scale:

<u>Amount in excess of the lowest</u>		
Lowest Bid		
		10 points
0	-	1,000
		9 points
1,001	-	2,000
		8 points
2,001	-	3,000
		7 points
3,001	-	4,000
		6 points
4,001	-	5,000
		5 points
5,001	-	6,000
		4 points
6,001	-	7,000
		3 points
7,001	-	8,000
		2 points
8,001	-	9,000
		1 point

Previous Experience (0 to 10 points)

Past performance on Housing Authority projects in terms of cost control, quality of work, and compliance with contract. Ten points will be given to any Contractor who has completed a term of at least one year with the Authority for the same scope of services and with good reference of the Contracting Officer. Evidence of performance of similar previous work will score between 4-10 points.

Satisfactory references (0 to 10 points)

Two of the three references provided on the proposal will be contacted. Those firms receiving satisfactory references from both references will receive 10 points. Those firms receiving satisfactory references from one of the two references checked will receive 5 points. Those firms receiving unsatisfactory references from both references will receive 0 points.

Those firms not providing sufficient information in their proposal to rate them in any of the above will receive 0 points in the category in which no, or insufficient, information was supplied.

The maximum points, which can be scored under this system, are 30.

DIVISION II- SERVICE REQUIREMENTS

1. SCOPE OF WORK

a. The contractor will furnish, except where otherwise noted, and fully maintain containers such as dumpsters, totes, or similar containers for all trash and recyclable materials. Containers will be sized and emptied according to the schedule required by the municipality but in no case less than one time per week.

b. The contractor shall collect, remove, and dispose of all refuse and equipment in a manner in accordance with these specifications and the requirements of the Department of Environmental Resources of the Commonwealth of Pennsylvania including, but not limited to Act. 101.

c. The contractor will furnish the Housing Authority of the City of York a receipt of service provided for each trash and recycling pick-up completed.

2. CLEAN UP AND PROTECTION

a. After each pickup, the area shall be adequately cleaned up of empty containers, paper, and all other items considered as trash.

b. Every effort shall be made by the contractor to prohibit leakage of liquids from its vehicles onto the owner's parking lots and driveways. If necessary, clean up will include flushing any such leakage.

c. At the end of the contract period, all equipment shall be promptly removed and the areas cleaned up to the owner's satisfaction.

3. CONTAINERS

All containers. Disposal Company owned and YHA owned containers shall be maintained by the contractor. This includes painting as well as operation of lids, doors and castors. Damaged wheels must be repaired within 48 hours of the YHA calling the Disposal Company and reporting damage. This is extremely important to allow continual operation in multi-story facilities. Containers shall be maintained to the owner's satisfaction.

4. DEODORIZER

As necessary, the contractor will be required to deodorize and/or clean the dumpsters and totes.

5. RECYCLING

a. The owner intends to comply with State and municipal law regarding recycling and will require the cooperation and participation of the contractor to accomplish this. The Contractor must supply all containers necessary for buildings to operate a recycling program. The owner plans to recycle all items required by the municipalities in which the containers are located. Through an aggressive recycling program, the owner expects savings in landfill charges to offset any increased handling and hauling charges required by recycling.

b. Where required, the contractor will supply containers such as bins, dumpsters or totes of sufficient size to hold the recyclables until they are hauled away. Any costs associated with these containers will be included as part of the bid.

6. **COLLECTION SCHEDULE AND CONTAINER REQUIREMENTS FOR TRASH**
Each site will have a set day(s) and time period for collection. Collection must be made between 8:00 a.m. and 4:00 p.m.

31 SOUTH BROAD STREET-City of York

One (1) Disposal Company owned covered front loading container
Capacity - 8 cubic yards
Emptied once per week

440 EAST KING STREET-City of York

One (1) Disposal Company owned covered front loading container
Capacity - 4 cubic yards
Emptied once per week

STONY BROOK MANOR- Springettsbury Township, 100 Pleasant Acres Road, York

Two (2) Authority owned Compactor Containers
Capacity- 2 cubic yards each
One container emptied twice per week

One (1) Disposal Company owned front load container
Capacity-2 cubic yards
Emptied twice per week

FAIRMONT APARTMENTS- Fairview Township, 300 Ramsey Place, New Cumberland

Two (2) York Housing Authority owned Compactor Containers
Capacity- 2 cubic yards
One container emptied **three times** per week

One (1) Disposal Company owned open top roll-off containers – Capacity-30 cubic yards

**Pick up response time must be by next business day, prior to 11:30 a.m.
Not to be included in base bid, bid separately as per pull price.**

FAIRMONT VILLAGE- Fairview Township, 202-210 Ramsay Place, New Cumberland

Two (2) Disposal Company owned front load containers – **to be replaced by the winning bidder within 30 days of the contract award**
Capacity - 8 cubic yards each
Both containers emptied twice per week

SPRINGFIELD APARTMENTS- West Manchester Township, 1930 Kenneth Road, York

Two (2) Authority owned Compactor Containers
Capacity-2 cubic yards each
One container emptied twice per week

JEFFERSON COMMUNITY BUILDING- 501 N. Pershing Avenue, City of York

One (1) disposal Company owned front load container—with **lockable lid, NOT ON WHEELS**

Capacity - 6 cubic yards
Emptied twice per week

190 WILLIS ROAD- City of York

Pick up response time must be by next business day, prior to 11:30 a.m.

Two (2) Disposal Company owned open top roll-off containers

Capacity-30 cubic yards, trash only

Emptied as called (averages 70 pulls per year).

Not to be included in base bid, bid separately as per pull price.

York Towne House-City of York-200 North Duke Street

One (1) Disposal Company owned covered top loading container

Capacity - 6 cubic yards

Emptied twice per week

490 EAST MARKET STREET- City of York

One (1) Disposal Company owned open front load container

Capacity-8 cubic yards.

Emptied once per week.

One (1) Disposal Company owned open top roll-off containers –

Capacity-30 cubic yards, trash only

Pick up response time must be by next business day, prior to 11:30 a.m.

Not to be included in base bid, bid separately as per pull price.

RECYCLABLES-PICKED UP ONCE WEEKLY

All recyclables will be collected by the occupants for collection by the contractor. Sufficient size and quantity of containers will be provided by the contractor and will be marked for recycling purposes.

31 SOUTH BROAD STREET-City of York-

One toter (90 cubic feet) container for mixed recyclables (bottles, cans, etc.)

One 4 cubic yard top front loading container for cardboard and office paper

440 EAST KING STREET-City of York-

8 toters (90 cubic feet) with racks for containing toters, lockable, 32 bins for interior use

449 EAST KING STREET-City of York-

8 toters (90 cubic feet) with racks for containing toters, lockable, 32 bins for interior use

133 SOUTH BROAD STREET-City of York-

8 toters (90 cubic feet) with racks for containing toters, lockable, 32 bins for interior use

STONY BROOK MANOR- Springettsbury Township, 100 Pleasant Acres Road, York

6 toters (90 cubic feet) with rack for containing toters, 20 bins for interior use

FAIRMONT APARTMENTS- Fairview Township, 300 Ramsey Place, New Cumberland-

6 toters (90 cubic feet) with rack for containing toters, 20 bins for interior use

FAIRMONT VILLAGE- Fairview Township, 202-210 Ramsay Place, New Cumberland-

8 toters (90 cubic feet) with rack for containing toters, 25 bins for interior use

SPRINGFIELD APARTMENTS- West Manchester Township, 1930 Kenneth Road, York-

6 toters (90 cubic feet) with rack for containing toters, 16 bins for interior use

York Towne House-City of York, 200 North Duke Street-

One 6 cubic yard top loading container for mixed recyclables (bottles, cans, etc.)

One-6 cubic yard top loading container for cardboard and office paper

32 bins for interior use

JEFFERSON COMMUNITY BUILDING-City of York-

One(1) disposal Company owned 4 cubic yard container, with lockable lid, for paper and other materials (glass, aluminum, etc.) ; 30 bins for interior use of collecting office paper and cans, bottles, etc.

All containers at Jefferson must be locked and keyed alike. The Contractor will provide the Authority with 20 keys.

490 East Market Street-City of York-

One (1) disposal Company owned 4 cubic yard container for cardboard and office paper;

One toter (90 cubic) for mixed recycling.

BID FOR TRASH REMOVAL AND RECYCLING

DATE _____

BID OF _____
(Hereinafter called "Bidder")

a _____ Corporation/Partnership/Individual
(State)

doing business as _____.

TO: The Housing Authority of the City of York Housing Authority
31 S Broad Street
PO Box 1963
York PA 17405

The undersigned bidder, having become familiar with the site and local conditions affecting the cost of the work and with the Specification on file in the office of the Housing Authority of the City of York, hereby proposes to furnish all labor, materials, equipment and services required to perform trash removal and recycling services set forth in the above listed documents for the base bid lump sum contract price of:

_____ Dollars (\$ _____)
for the period of July 1, 2010 to June 31, 2011

_____ Dollars (\$ _____)
for the period of July 1, 2011 to June 31, 2012

The contract base bid shall be subject to the following:

A unit price per pull must be established to adjust the number of pulls for containers at Shop #4.

Unit Price \$ _____ per pull for trash.

A unit price per pull must be established to adjust the number of pulls for containers at Fairmont.

Unit Price \$ _____ per pull for trash.

A unit price per pull must be established to adjust the number of pulls for containers at Shop #4 – Scattered Sites

Unit Price \$ _____ per pull for trash.

The undersigned submits this Bid with full knowledge of the Contact requirements.

In submitting this bid, it is understood that the right is reserved by the Housing Authority of the City of York to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof. Or at any time thereafter before this bid is withdrawn, the undersigned agrees to executed and deliver a signed Contract in the prescribed form and furnish the required bond within ten (10) days after a notification of the award is mailed or delivered to him with the counterparts of the Contract for execution.

Bid Guaranty in the sum of _____ dollars (\$ _____), in the form of _____ is submitted.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or submitting of proposals for the contract for which this proposal is submitted.

Certification of Nonsegrated Facilities. By signing this bid the bidder certifies that he does not maintain or provided for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" , means any waiting rooms, waiting areas, rest rooms and wash rooms, restaurant, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certification in his files: and that he will forward a notice to the proposed subcontractors as provided in the instruction to bidders.

NOTE: The penalty for making false statement is prescribed in 18 U.S.C. 1001.

BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

BY: _____
(signature of person authorized to sign bid)

TITLE: _____

DATE: _____

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____) ss.

County of _____)

_____, being first duly sworn,

deposes and says:

That s/he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham: that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid prices of affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that or any other bidder, or to secure any advantage against the Housing Authority of the City of York, or any person interested in the proposed contract: and that all statements in said proposal or bid are true.

By: _____

(Title)

Subscribed and sworn to before me
this ____ day of _____, 20__.

My commission expires _____, 20__.

Please go to the following web site for the 3 pages referenced on this page

HUD 5369-B

<http://www.hud.gov/offices/adm/hudclips/forms/files/5369-b.pdf>

HUD 5369-C

<http://www.hud.gov/offices/adm/hudclips/forms/files/5369-c.pdf>

HUD 5370-C

[**http://www.hud.gov/offices/adm/hudclips/forms/files/5370.pdf**](http://www.hud.gov/offices/adm/hudclips/forms/files/5370.pdf)

BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS, that we _____

_____ as Principal, hereinafter called the Principal, and

_____, a corporation duly organized under the laws of the State of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto the Housing Authority of the City of York for the sum of

_____ Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Housing Authority of the City of York shall accept the bid of the Principal and the Principal shall enter into a contract with the Housing Authority of the City of York in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Housing Authority of the City of York the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Housing Authority of the City of York may in good faith contract with another party to perform work covered by said bid or an appropriate required amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____ 20__.

(Principal) (Seal)

(Witness)

(Title)

(Witness)

(BONDING COMPANY)

By _____
(Attorney-in-Fact)

IMPORTANT NOTE:

Surety Companies executing bonds must appear on the Treasury Department's most current list (Circular 570) and be authorized to transact business in the State of Pennsylvania.

(Corporate Surety)

(Business Address)

Attest:

Affix
Corporate
Seal

_____ By _____

The rate or premium on this bond is \$ _____ per thousand.

The total amount of premium charges is \$ _____.

(The above is to be filled in by Surety Company and the power-of-attorney of person signing for surety company must attached.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____

_____ Secretary of the corporation named as Principal in the
within bond; that _____, who signed the said bond on
behalf of the Principal was the _____ of said
corporation; that I know his signature, and his signature thereto is genuine; and that said
bond was duly signed, sealed, and attested to for and in behalf of said corporation by
authority of its governing body.

_____(Corporate Seal)

CONTRACT

THIS AGREEMENT made this 1st day of July 2010, by and between _____ doing business as _____ hereinafter called the "Contractor", and the Housing Authority of the City of York, 31 South Broad Street, York, Pennsylvania, a duly authorized and existing Housing Authority (hereinafter referred to as the "Authority").

WITNESSETH, that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, material, equipment, and services, perform and complete all work required for trash removal and recycling services in strict accordance with the Invitation for Bids, dated **April 21, 2010** and the bid as submitted, dated **May 13, 2010** which documents are incorporated by reference herein and make a part hereof.

ARTICLE 2. STANDARD OF WORK. All work shall be performed to a high standard as compared to the quality of work normally and customarily performed in the local area and in accord with the specifications and standards set forth in the Proposal and the Request for Proposal.

ARTICLE 3. CONTRACT PRICE The Authority shall pay the Contractor for the performance on the Contract, subject to additions and deductions as provided in the Invitation for Bid, the sum of (\$ _____) for the twelve month period of the contract, July 1, 2010 to June 1, 2011.

ARTICLE 4. PAYMENT. The Authority shall pay the Contractor monthly within fifteen (15) days of an invoice being received by the Authority from the Contractor for services performed for the previous period. **The Authority shall impose a \$100 penalty for each collection missed, defined as a collection made 24 hours after scheduled pickup.**

ARTICLE 5. TERM OF CONTRACT. The term of this contract shall be for a twelve (12) month period commencing June 31, 2009. The contract may extend to the second year per the bid price.

ARTICLE 6. CONTRACT DOCUMENTS. The Contract shall consist of the following documents:

- A. This Contract**;
- B. Part II, Terms and Conditions;
- C. General Condition
- D. Special Conditions
- E. General Requirements Division I and II
- F. Contractor's Bid dated **May 13, 2010**

This instrument, together with the other documents enumerated in this Article 6, which said other documents are as fully a part of the Contract as if hereto attached on herein repeated, form the Contract. In the event that any provision in any component of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 6 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the

Contract which each modifies.

ARTICLE 7. WORK PRODUCT. All documents, studies, reports, and data produced by contract or under the terms and conditions of this Contract shall be the property of the Authority and shall be delivered to the Authority upon request. The Authority may use the work product in any manner it deems fit.

ARTICLE 8. REVIEW OF RECORDS. During the term of this Contract, and for a one year period following, the Authority shall have the right to review all work records, logs, documents, data and other documents in the possession of the Contractor relative to this Contract.

ARTICLE 9. TERMINATION. Termination of this Contract shall be in accord with the termination provisions set forth in Part II, Terms and Conditions.

IN WITNESS WHEREOF, with the intent to be legally bound, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST/WITNESS:

By: _____

Title

Business Address:

ATTEST:

HOUSING AUTHORITY OF THE CITY OF YORK

Debbie J. Loucks
EXECUTIVE DIRECTOR

Business Address:
31 South Broad Street
P.O. Box 1963
York, PA 17405

(Print or type the names underneath all signatures)

Certification

I, _____, certify that I am the

_____ of the corporation named as Contractor herein; that
_____, who signed this Contract on behalf of the Contractor, was
duly signed for and in behalf of said corporation by Authority of its governing body, and is
within the scope of its corporate powers.

SEAL