

## PROPOSAL FORM 6

### MUNICIPAL WASTE COLLECTION/DISPOSAL AND RECYCLING for GETTYSBURG BOROUGH

Under Proposal 6, the Collector shall collect, remove and properly process or dispose of municipal waste, large items and recyclable materials from all dwelling units (whether single-family or other), including rental units, mobile home parks, small business establishments, churches, municipal offices and such other locations having municipal waste and recyclable materials as defined herein (which can comply with the maximum container requirements as described in the Definitional Section) in the entire Borough of Gettysburg. Collection of municipal waste, large items, and recyclables shall be mandatory within the Borough of Gettysburg. All trucks used within the Borough must have two persons collecting municipal waste (recycling trucks are exempt from this requirement.) One of those persons may be the driver of the truck. For the purposes of these specifications and instructions, Gettysburg College shall not be considered as a commercial establishment and shall not be included in any contract entered into pursuant to these specifications and instructions.

All municipal waste and recyclables must be collected not less often than weekly for the entire life of the contract. Any hauler collecting municipal waste and recyclables within the Municipality must comply with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

The maximum quantity of municipal waste allowed for each dwelling unit or other establishment for each collection day shall be the equivalent to **three (3)** loaded containers weighing not more than seventy-five (75) pounds each, nor exceeding a volume of thirty-two (32) gallons each.

The Collector shall inform, in writing, all customers about the recycling program, as well as recycling requirements, on a semi-annual basis. The dates required for the recycling notification shall be mutually agreed upon by the Collector and the Municipality. This information shall also be available on the Collector's website.

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Borough of Gettysburg

The Instructions to Proposers and Specifications attached hereto are incorporated by reference herein and made a part hereof.

Commencing January 1, 2014 and extending to December 31, 2016, with a one (1) year optional extension at no increase.

Municipal Waste Collection and Disposal (includes Large Item and weekly recycling)

\$ 219.84 / year per customer

Per Bag Service \$ 36.00 for 12 bags (minimum of 12 Bag-Tags required, plus large item and weekly recycling.)

After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ 3.00 / Bag-Tag

PROPOSAL FORM 6 – Gettysburg Borough

ITEM # "A"	DESCRIPTION "B"	APPROXIMATE QUANTITIES "C"	UNIT PRICE "D"	TOTAL (= c x d)
1	Weekly residential and commercial (that can meet container requirements) curbside waste collection and disposal including weekly recycling and large item pick-up	1242 customers	\$18.32 / month	\$22,753.44
2	Standard Per-Bag service (minimum of 12 Bag-Tags required, plus large item and weekly recycling)		\$3.00	N/A
3	Borough Services: A 2-cubic yard dumpster with weekly pick-up and recycling at the Municipal Building, 59 East High Street A 4-cubic yard dumpster with weekly pick-up and recycling at the Rec. Park, Long Lane during the period 1 December through 31 March; and with pick-up and recycling three times per week during the period 1 April through 30 November 2 Solar trash compacting units Approximately 41 on-street litter cans, 32 gallons each, and approximately 18 on-street recycling bins, with pick-up every Monday, Tuesday, Wednesday, Thursday, Friday and Saturday during the period 1 April through 30 November and with pickup Monday, Wednesday, Friday during the period 1 December through 31 March	Monthly price includes all Borough services	-0-	-0-
GRAND TOTAL ITEMS 1+3				\$22,753.44

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TERMS AND CONDITIONS  
FOR THE  
MUNICIPAL WASTE COLLECTION/DISPOSAL AND RECYCLING CONTRACT

- a. The undersigned having carefully read and considered the terms and conditions of the Municipal Waste Collection/Disposal and Recycling Contract and other documents contained in the *General Specifications And Instructions To Proposers For Curbside Collection, Transportation And Processing/Disposal Of Municipal Waste And Recyclables For Multiple Municipalities Of Adams County* package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal waste collection/disposal and recycling services in accordance with the Municipal Waste Collection Disposal and Recycling Contract under the conditions and rates hereinafter set forth.
- b. In submitting this response, it is understood that The Municipality(ies) reserve the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.
- c. In submitting this response, the undersigned agrees that no price proposal may be withdrawn for a period of six (6) months after the date for receipt of responses and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by The Municipality(ies).
- d. In submitting this response, the undersigned agrees to comply with the Adams County Municipal Waste Management Plan, ordinances and Rules and Regulations of Adams County.

Accepted By:

DATE: September 16, 2013

IESI PA CORPORATION

(Name of Firm)

By: Samuel J. Donato  
Samuel J. Donato

Title: PA General Manager

ATTEST:

[Signature]

AFFIX  
CORPORATE  
SEAL

I state that IESI PA CORPORATION (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Multiple Municipalities of Adams County in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Municipalities of the true facts relating to the submission of Responses for this contract. I understand and my firm understands that any fraudulent concealment will allow The Municipalities to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

Samuel J. Donato  
(Name)  
Samuel J. Donato  
PA General Manager  
(Company Position)

This 16th day of Sept., 2013.

Jill M. Hurst  
(Notary Public)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
JILL M. HURST, Notary Public  
Lower Saucon Twp., Northampton County  
My Commission Expires February 13, 2014

PROPOSAL FORM 6

2013 AGREEMENT TO ENTER INTO MUNICIPAL WASTE CONTRACT

This Agreement is entered into this day of October 15, 2013, by and between the Municipality of Borough of Gettysburg, a political subdivision ("Municipality"); and TEST PA CORPORATION, a solid waste collection firm ("Solid Waste Collection Firm"), hereafter, jointly referred to as the "Parties."

WHEREAS, the Parties are entering into a Municipal Waste Contract for the curbside collection, transportation and processing/disposal of municipal waste and recyclables in 2013 ("2013 Agreement"); and

WHEREAS, the Solid Waste Collection Firm submitted a Response to a Request for Proposals for Curbside Collection, Transportation and Processing/Disposal of Municipal Waste and Recyclables for Gettysburg Borough in Adams County, Pennsylvania; and

WHEREAS, Gettysburg Borough awarded the contract for Municipal Waste Collection/Disposal and Recycling to the Solid Waste Collection Firm in accordance with the terms and conditions of the Solid Waste Collection Firm's Response to Request for Proposals; and

WHEREAS, the Parties agree to the terms, conditions and prices as set forth in the Contract for Municipal Waste Collection/Disposal and Recycling Gettysburg Borough (hereinafter "Contract for Municipal Waste Collection/Disposal and Recycling"), and General Specifications and Instructions to Proposers for Curbside Collection, Transportation and Processing/Disposal of Municipal Waste and Recyclables for Multiple Municipalities in Adams County dated August 9, 2013 (hereinafter "Specifications and Instructions")(hereinafter the "Contract for Municipal Waste Collect/Disposal and Recycling" and "Specifications and Instructions" are collectively referred to as "Contract Documents). The Contract Documents are incorporated herein by reference; and

WHEREAS, the Parties agree to the terms, conditions, and prices as set forth in the Contract Documents.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the Contract Documents and intending to be legally bound, the Parties hereby agree as follows:

1. The recitals set forth above are incorporated herein by reference and made a part hereof.
2. The Parties agree to perform their respective duties and obligations as set forth in the Contract Documents and that all terms and conditions in the Contract Documents are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

BY: Borough of Gettysburg  
(Name of Municipality)

ATTEST:  
Sara L. Stull  
(Secretary)

Michael Berkey  
(President, Borough Council Chairman, Board of Supervisors)

(SEAL)

IESI PA CORPORATION  
(Name of Firm)

BY: Samuel J. Donato

TITLE: Samuel J. Donato  
PA General Manager

(AFFIX CORPORATE SEAL)

**AGREEMENT TO EXTEND MUNICIPAL WASTE CONTRACT**

This Agreement is entered into this 9<sup>th</sup> day of May 2016, by and between the Municipality of Gettysburg Borough, a political subdivision ("Municipality"); and IESI PA Corporation, a solid waste collection firm ("Solid Waste Collection firm"), hereafter, jointly referred to as the "Parties."

**WITNESS**

**WHEREAS**, the Parties entered into a Municipal Waste Contract for the Curbside Collection, Transportation and Processing/Disposal of Municipal Waste and Recyclables in 2013 ("2013 Agreement"); and

**WHEREAS**, pursuant to page B-1 of the General Specifications for Collection of Municipal Waste and Recyclables for Multiple Municipalities in Adams County, Pennsylvania, which were incorporated into and made an essential part of the 2013 Agreement, a one year extension of services was contemplated, on the same terms and conditions, and at the same price(s), upon which the initial three (3) year agreement was awarded; and

**WHEREAS**, the term of the 2013 Agreement will extend until midnight, December 31, 2016; and

**WHEREAS**, the Parties wish to **extend** the 2013 Agreement, under the same terms, conditions and prices, for the period January 1, 2017 through December 31, 2017; and

**NOW THEREFORE**, with the foregoing incorporated herein and made an essential part hereof, the Parties agree as follows:

1. The 2013 Agreement between the Municipality and the Solid Waste Collection firm **is extended for an additional one (1) year period**, to commence January 1, 2017 and to run through December 31, 2017.
2. All other provisions of the 2013 Agreement remain in full force and effect.

In **WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year set forth above.

By: Charles R. Stahl Date: 9 May 2016  
Municipality Borough Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Solid Waste Collection Firm

Council vote May 9, 2016  
7-0