

# NOTICE TO BIDDERS

## Request for Bids-Municipal Waste and Recycling Collection

Dover Township is accepting bids for Municipal Waste and Recycling collection for residential and small commercial properties in Dover Township for a 5 (five) year period. Sealed bids will be accepted until **December 2, 2024 at 2:00 PM**, in the Dover Township Municipal Building, 2480 West Canal Road, Dover, Pennsylvania, at which time and place they will be opened and publicly read. A mandatory Pre-bid meeting will be held at the above address on **November 7, 2024**, at 10 AM.

Specifications may be obtained at the Township Municipal Building, Monday through Friday, between 8:00 AM and 4:30 PM or at [www.dovertownship.org](http://www.dovertownship.org).

A bid bond or certified check in the amount of ten percent (10%) of the amount of the total bid price must accompany the bid. The Board of Supervisors reserves the right to reject any/all bids, which are not in the best interest of the Township.

Laurel A. Oswalt

Dover Township Manager

## Instructions to Bidders

1. The contract documents shall consist of the advertisement for bids, instructions to bidders, specifications and bid forms, all of which are hereto attached.
2. All bids shall be submitted on the form hereto attached, which may not be changed, modified, deleted or added to in any manner whatsoever, nor shall any written or printed communication be added thereto nor submitted therewith.
3. All bids shall be submitted in the place, time and manner set forth in the advertisement for bids.
4. The prices in this bid are neither directly nor indirectly the result of any agreement with any other bidder.
5. All blank spaces in the proposal shall be filled in clearly where indicated, whether typed or written in ink. Altering and/or changing any part of this proposal will be sufficient reason for rejection.
6. The Contractor hereby agrees to save harmless and fully indemnify Dover Township and all its officers or agents from all damages, costs or expense that may be at any time imposed or claimed for infringement of any patent right of any persons, association or corporation as a result of the use of Dover Township or any of its officers, agents, or employees of the article(s) supplied under this contract and of which the contractor is not the patentee, assignee or licensee.
7. No contract may be assigned, sublet or transferred without written consent of the Board of Supervisors of Dover Township
8. The contract shall be awarded to the lowest responsible bidder for a 5-year period, in the discretion of the Board of Supervisors, provided, however, that Dover Township reserves the absolute right in its discretion to determine whether any bid is the equivalent of the specifications listed.
9. The Township Board of Supervisors will reject all bids not meeting specifications. Dover Township reserves the right to reject any and all bids, as well as to waive or assert any irregularity, informality or variation in any bid, as it may appear to be in the best interest of the Township.
10. No award will be made to any bidder who, in the opinion of the Board of Supervisors is in default of any bid proposal, or purchase order, or contract with the Township prior to the date of the bid proposal under consideration.
11. The amount of the unit price per year shall in all cases be the entire amount that the Township Residents shall be required to pay to the successful bidder in order to obtain the services advertised for, subject to the disposal fee escalation clause.
12. Dover Township is EXEMPT from all excise taxes as well as State Sales Tax and Gasoline Taxes. No tax shall be included in the Bid Price.
13. The successful bidder shall, within twenty (20) days of notification of award of the contract, furnish a bond with corporate surety satisfactory to the Township, in the amount of one hundred percent (100%) of the annual contract price conditioned for performance of the contract.
14. Be certain that adequate postage to cover mailing is attached in order to insure prompt delivery of proposals. Dover Township, York County, Pennsylvania will NOT be responsible nor will it accept proposals delivered late or with postage due.
15. Any explanation regarding the meaning or interpretation of specifications or other contract documents must be requested in writing, which shall be submitted to the Township on or before **November 18**,

**2024**, which shall be furnished to all bidders who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding. Where applicable bidders should visit the work site to ascertain by inspection pertinent local conditions.

16. Bids shall be submitted on the forms attached hereto and must be signed by the bidder. A certified check or bid bond in the sum of ten percent (10%) of the highest contract bid price in favor of Dover Township, as a guarantee of the execution of the contract if awarded to bidder, must accompany each bid. Bidders shall specify the components of the total bid as required by the bid proposal form. **If after the bid is awarded, the successful bidder fails to comply with all the "Instructions to Bidders," the Township will declare a default by the said bidder and the Certified Check and proceeds of the Bid Bond will be retained by the Township on account of the loss sustained by the default of the bidder.**
17. Contractor warrants that it is in compliance with the Americans with Disabilities Act (Public Law 101-336) and further warrants that it is in compliance with the United States Omnibus Transportation Employee Testing Act of 1991, and related Federal Highway Administration regulations regarding commercial driver's license requirements for its employees, and that it will, in carrying out the requirements of any contract awarded by Dover Township, comply in all respects with the provisions of these Acts and their implementing regulations. A Contractor who has been awarded the contract shall upon award of contract provide warrants as specified.
- 18. Bids may not be withdrawn for a period of sixty (60) days after the bid opening.**
19. Bids will be accepted **December 2, 2024** until 2:00 PM, at the Dover Township Office, 2480 West Canal Road, Dover, Pennsylvania, at which time they will be opened and publicly read. All bids shall be clearly marked on the outside of the bid as follows: **COLLECTION-TRANSPORTATION/PROCESSING OF MUNICIPAL WASTE AND RECYCLING MATERIALS.**
- 20. MANDATORY PRE-BID MEETING: There will be a PRE-BID MEETING held at the Dover Township Municipal Office on November 7, 2024 at 10:00 AM.**
21. The award will be based on the lowest priced combination on the bid proposal form as selected by the Board of Supervisors to be in the best interest of its residents.

ADDENDUM'S

COPIES OF ALL ADDENDUMS MUST BE ATTACHED AND NOTED ON THIS PAGE

**DOVER TOWNSHIP, YORK, PENNSYLVANIA**

**BID PROPOSAL FORM**

**MUNICIPAL WASTE/RECYCLING COLLECTION**

**FOR YEARS 2025-2030**

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**ALL BIDS MUST BE COMPLETED**

ALL BIDS MUST BE CALCULATED BASED UPON CURRENT SERVICE LEVEL COUNTS:

- 1. Regular Service:** Weekly Service Includes:
- Regular volume trash (96 gallon toter)
  - Recycle (64-gallon toter)
  - Large item pickup (includes Christmas tree)
  - Unlimited Brush One Saturday each calendar month

- 2. Low Volume:** Weekly Service Includes:
- Low volume trash (32-35-gallon toter)
  - Recycle (64-gallon toter)
  - Large item pickup (includes Christmas tree)
  - Unlimited Brush One Saturday each calendar month

- 3. Recycle Only:** Weekly Service Includes:
- Recycle (64-gallon toter)
  - Large item pickup (includes Christmas tree)
  - Unlimited Brush One Saturday each calendar month

**YEAR #1 (July 1, 2025 through June 30, 2026)**

Regular Service \$ \_\_\_\_\_ per year X 7323 (pick-up points) = \$ \_\_\_\_\_

Low Volume Service \$ \_\_\_\_\_ per year X 1458 (pick-up points) = \$ \_\_\_\_\_

Recycle Only \$ \_\_\_\_\_ per year X 63 (pick-up points) = \$ \_\_\_\_\_

**YEAR #2 (July 1, 2026 through June 30, 2027)**

Regular Service \$ \_\_\_\_\_ per year X 7323 (pick-up points) = \$ \_\_\_\_\_

Low Volume Service \$ \_\_\_\_\_ per year X 1458 (pick-up points) = \$ \_\_\_\_\_

Recycle Only \$ \_\_\_\_\_ per year X 63 (pick-up points) = \$ \_\_\_\_\_

**YEAR #3 (July 1, 2027 through June 30, 2028)**

**Regular Service** \$ \_\_\_\_\_ per year X 7323 (pick-up points) = \$ \_\_\_\_\_

**Low Volume Service** \$ \_\_\_\_\_ per year X 1458 (pick-up points) = \$ \_\_\_\_\_

**Recycle Only** \$ \_\_\_\_\_ per year X 63 (pick-up points) = \$ \_\_\_\_\_

**YEAR #4 (July 1, 2028 through June 30, 2029)**

**Regular Service** \$ \_\_\_\_\_ per year X 7323 (pick-up points) = \$ \_\_\_\_\_

**Low Volume Service** \$ \_\_\_\_\_ per year X 1458 (pick-up points) = \$ \_\_\_\_\_

**Recycle Only** \$ \_\_\_\_\_ per year X 63 (pick-up points) = \$ \_\_\_\_\_

**YEAR #5 (July 1, 2029 through June 30, 2030)**

**Regular Service** \$ \_\_\_\_\_ per year X 7323 (pick-up points) = \$ \_\_\_\_\_

**Low Volume Service** \$ \_\_\_\_\_ per year X 1458 (pick-up points) = \$ \_\_\_\_\_

**Recycle Only** \$ \_\_\_\_\_ per year X 63 (pick-up points) = \$ \_\_\_\_\_

**5 YEAR TOTAL** \$ \_\_\_\_\_

Agent Signature \_\_\_\_\_

**2025**  
**SPECIFICATIONS**  
**Curbside Collection of Municipal Waste and Recyclables**  
**Dover Township**  
**York County, Pennsylvania**

The Contractor shall collect, remove, dispose, or recycle municipal waste from all collection points, as herein defined, in the entire Township of Dover in a manner and with equipment in accordance with these specifications and the requirements of the Pennsylvania Department of Health and Department of Environmental Protection.

**DEFINITIONS**

**AUTHORITY-** The Word “Authority”, when used, shall mean the York County Solid Waste and Municipal Waste Authority or its authorized representative(s).

**BILLING PROCEDURES-**Each owner of a dwelling unit shall pay a quarterly fee to the Contractor for the municipal service level selected to provide for the collection, transportation and disposal of the recyclables and/or municipal waste unless exempted under Ordinance 2017-02. The Township hereby authorizes the Contractor to bill for and collect the quarterly fee from the dwelling unit. The quarterly fee charged shall be established by resolution of the Board of Supervisors of Dover Township. All delinquent accounts shall accrue interest at a rate of six percent (6%) per annum from the date of delinquency. The Township or Contractor is authorized to waive such interest payments, in full or in part, if either party believes it is in the best interest of the Township to do so. Any quarterly fees remaining unpaid sixty (60) days after the due date shall at the option of the Township of the Contractor be filed as a use claim in accordance with the provisions of the Municipal Claims Act or collected under usual means of civil action or as otherwise provided by law.

**BULK ITEMS-** Include, but are not limited to: refrigerators, stoves, dishwashers, hot water heaters, washing machines, dryers, freezers, chairs, rolled carpet, desks, bureaus, tables, mattresses, box springs, bed frames, sofas, bundled wood, lawn mowers, bath tubs, toilets, sinks, windows, window screens, doors, similar household items and 2 tires without rims that do not exceed an outside diameter of 32” or a maximum tread width of 12”.

**COLLECTION POINT-**The location for each residential improved lot or condominium unit, or mobile home tract from which the Contractor will collect municipal waste. Said locations shall normally be at the front curb or where there is no curb, immediately next to the cartway of the public street or along

private designated roadways within condominium complexes or mobile home parks or a pick-up station located along a publicly adopted road provided the location of the pick-up stations is approved by the Township, Contractor, and owner or owners if on private property. At the present time, the estimate for service is **8,844** available customers.

**CONTAINER**-The word “container” when used in these specifications, shall refer to a cart provided by the contractor.

**CONSTRUCTION/DEMOLITION WASTE**-Solid waste resulting from the construction or demolition of buildings and other structures, including but not limited to, wood, plaster, metals, asphalt substances, bricks, block and unsegregated concrete. The term also includes dredging waste. The waste used as clean fill.

- (i) Uncontaminated soil, rock, stone, gravel, unused brick /block and concrete.
- (ii) Waste from land clearing, grubbing, and excavation, including trees, brush, stumps and vegetative material.

**HANDLING OF CONTAINERS**-In the event of damage to the cart, it shall be the duty of the contractor to replace it at no cost to the owner. Refuse containers shall be returned to behind the curb and, in the absence of a curb, off the paved highway and shall not be placed so as to block and or obstruct access to driveways, sidewalks, streets and roads and access to mailboxes.

**HAZARDOUS WASTE**-any waste which by mixture of its quantity or content presents a hazard to the individuals handling it, a hazard to public health or source of potential pollution to the air or waters of the Commonwealth of Pennsylvania or which makes land unfit or undesirable for normal use; including, but not limited to, herbicides, explosives, pathological wastes, radioactive materials and any materials defined as hazardous wastes by Federal or State Law or regulations.

**IMPROVED PROPERTY**- See definition of “dwelling” or “dwelling unit” in section 20-102 of the Dover Township Code of Ordinances.

**LEAF WASTE**- Collection of leaf waste will be provided for by the Township according to Act 101 of 1988 (as amended) as described in Chapter 1, Section 103, “Leaf Waste: of aid Act and further described in Chapter 15, Section 1502(a), and will not be a part of this contract.

**MUNICIPAL WASTE**-The word “municipal waste”, when used in these specifications, shall refer to all solid household wastes and other materials, as hereinafter defined:

- (A) Garbage: consisting of all animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of foods, drained and wrapped in paper.
- (B) Rubbish: consisting of all solid household wastes, except body wastes other than baby diapers, and other than garbage, ashes and debris and including waste paper, tin cans, glass, metal wood, grass, leaves tree and shrubbery cuttings and all ordinary household accumulations.



- (C) Ashes: consisting of residue of the burning of coal, wood, paper, or other combustible material.
- (D) Debris: consisting of stones, brick, plaster, broken concrete or earth, etc.

All materials, placed at curbside for collection shall be the property of the Township until collected by the Contractor.

**RECYCLING-** The word “recycling or recyclable” shall mean the collection, separation, recovery and sale or reuse of metals, glass, cans, corrugated cardboard, paper, yard waste, plastics and other materials which would otherwise be disposed of or processed as municipal waste, conducted in accordance with the provisions and requirements of the Act of July 28, 1988, P.L. 556, No. 101, 53 P.S. s4000.101 et seq., known as the “Municipal Waste Planning, Recycling and Waste Reduction Act”.

**RULES UNDER WHICH MUNICIPAL WASTE AND RECYCLABLES SHALL BE COLLECTED-** The Contractor is required to collect an unlimited amount of recyclables from each dwelling unit and one bulk item, including a Christmas tree on either a weekly basis dependent upon the service level selected. In addition, the contractor shall collect municipal waste at the cart level service selected by the owner of the dwelling unit. Where the Contractor has not made a collection by reason of the customer’s failure to comply with collection ordinances or regulations, it shall be the responsibility of the Contractor to report to the Municipality, via email or telephone, any condition or situation that would prevent the Contractor from performing refuse and recycling services as described herein. The Contractor shall also provide a response, via email or telephone, before the end of the business day when notified by the Township or a resident of a complaint about missed refuse, sloppy workmanship or any other customer complaint.

**TIPPING FEE-** The per unit fee imposed by the York County Solid Waste and Municipal Waste Authority for the disposal of municipal waste at its facilities.

**TOWNSHIP-** The word “Township”, when used, shall mean the Township of Dover or its authorized representative or representatives.

**YARD/LAWN WASTE-** Shall refer to grass clippings, garden residues, and shrubbery.

## GENERAL STIPULATIONS

**COLLECTION-** The Contractor shall collect recyclables and/or municipal waste placed at a collection point, from all improved property as defined herein. The maximum quantity of municipal waste allowed for each collection point on each collection day shall be the equivalent of 1 cart per selected size, 1 large item (including Christmas trees) and unlimited recyclables.

For each collection point, collection of recyclables and/or municipal waste shall be made weekly or bi-weekly dependent upon the service level selected. The estimated number of collection points is **8,844**. Based on the historical trends of building permits issued, the Contractor may expect the number of collection points to increase during the succeeding years of the contract.

Within one month after work is started under the contract, it shall be the Contractor's responsibility to determine the exact number of refuse collection points through the Township, certify the information on an approved form to the Township, and upon review and approval of the Township, the number of collection points so estimated shall constitute the number of collection points on the contract date. The Township shall provide to the contractor the exemption forms as supplied by an owner of a dwelling unit.

**COMPLAINTS-** The Contractor shall provide a record of all complaints received by telephone, email, and voicemail or by any other means and their disposition. By the tenth day of each month, a record of the prior month's complaints and their dispositions shall be provided to the Township. Complaints shall include missed services, missed collection of recyclables, missed collection of municipal waste, spills and debris, damages to trash and recyclable containers.

**CONTRACTOR EMERGENCY CONTACT-** Upon award of the contract, the Contractor will provide the Township with the name and non-public telephone number where the Contractor's representative can be reached when emergencies arise or when for other reasons the Township finds it necessary to contact the Contractor.

All complaints by residents of the Township, made through the Township or directly to the Contractor, regarding the services provided under the contract, shall be responded to by the Contractor. The Contractor shall submit a report to the Township each month, by the tenth day of the following month, listing all the complaints received by the Contractor during the previous calendar month. This report shall include, at a minimum, the following information:

- A. Date of complaint.
- B. Name, address and telephone number of the complainant.
- C. Description and nature of complaint.
- D. Date of resolution of complaint.
- E. Description of resolution of complaint.

If the complaint has not been resolved, this should also be indicated.

The Township reserves the right to intercede in any unresolved complaint by a customer or property owner, to investigate said complaint and to act as an intermediary to bring the resident and the Contractor together to resolve the complaint.

**RESIDENTIAL GRASS CLIPPINGS/YARD WASTE-** During the term of the contract, the Contractor shall collect and dispose of grass clippings and yard/lawn waste, except for fall leaf collection, which is conducted by the Dover Township Public Works Department, in accordance with the policies and procedures of the Township and the York County Solid Waste Authority.

**CHRISTMAS TREE COLLECTION:** To be picked up annually by no later than the second week of January and disposed of at an approved facility as yard waste.

**BULK ITEM COLLECTION-** The bid will include weekly or bi-weekly bulk item pick up service limited to one item per week to those customers receiving regular trash/recyclable collection and disposal service. This service shall be provided to remove white goods or items too large or bulky to be removed by residential customers. Such service shall be provided during the same permitted hours and days as regular pick up service. Large items to be collected include, but are not limited to: refrigerators, stoves, dishwashers, hot water heaters, washing machines, dryers, freezers, chairs, rolled carpet, desks, bureaus, tables, mattresses, box springs, bed frames, sofas, bundled wood, lawn mowers, bath tubs, toilets, sinks, windows, window screens, doors, similar household items and 2 tires without rims that do not exceed an outside diameter of 32" or a maximum tread width of 12".

Excluded from bulk item collection are construction, remodeling, demolition, municipal waste, commercial/industrial trade waste and any hazardous materials.

Salvageable materials, such as white goods, metals and similar items are required to be separated and reclaimed before disposal. The statistical amount of reclaimed salvageable materials must be included as a part of the monthly recycling report.

**BRUSH COLLECTION-**As per state regulations, the Township is required to provide to its residents, twice yearly (spring and fall) curb side brush collection. The Township is including this as part of the refuse collection bid. Residents will be required to place their brush in biodegradable bags or bundle it with biodegradable twine. Bundles may not be longer than 5 feet in length, weigh more than 30 pounds nor may branches exceed 6 inches in diameter. The contractor will be required to provide an annual calendar of the Saturday Schedule by no later than October 31<sup>st</sup> of the preceding year, for inclusion in the Township Newsletter.

**COLLECTION EQUIPMENT-** Vehicles used in making the collections shall have completely enclosed watertight metal compaction bodies. All such equipment shall be as permitted by the state and county authorities. It is understood that in the event of a mechanical breakdown, other types of trucks and equipment may be employed for a period not to exceed two (2) weeks, upon the Township notification and approval, and are covered with tarpaulin, or other practical cover. Vehicles or trailers used for the collection of recyclables shall be covered with a secured tarpaulin to prevent spillage.

**DISPOSAL-** The Contractor must use a disposal facility approved or operated by the York County Solid Waste Authority for the type of waste to be disposed of. Failure of the Contractor to dispose of waste at such a facility shall be considered a material breach of the agreement between the Township and Contractor. The Contractor is responsible to make payment for all tipping fees directly to the disposal facility operator.

In the event of a state or local mandate that increases the disposal rate, the Contractor shall be entitled to increase the quarterly contract price to reflect such mandated increase, provided that the Contractor shall first notify the Township in writing of the mandated increase at least thirty (30) days before the increase is to take affect and the Township certifies that the increase is due to a state or local mandate.

**COLLECTION ROUTES-** The Contractor shall collect municipal waste from all collection points in accordance with the accompanying map of adopted roads and streets and on private roads as directed by the Township. Collection shall be made from the front curb line, or where there is no curb, immediately next to the cartway of the public street or road. Collections from all collection points need not be made on the same day throughout the entire Township. Collections may be made in different sections of the Township on different days, provided that all collections in any section shall be made on the same day of the week for the entire year. The Contractor shall give the Dover Township Manager a minimum of thirty (30) days written notice of any change in collection routes. The Contractor shall be responsible for notifying affected property owners of any changes in collection routes.

**Mobile Home Park (MHP):** All mobile home parks within the Township will be included as collection points, subject to the term of any existing waste hauler contract.

**TOWNSHIP MUNICIPAL WASTE AND RECYCLABLE COLLECTION-**Contractor shall provide an appropriately sized container as determined by the Township to be used to collect and dispose of municipal waste, trash debris and recyclable materials collected by Dover Township employees from Township designated sites. This service will be provided at no charge to the Township, in accordance with a schedule determined by the Township, and will include any future municipal sites added during the life of the contract.

- 1. Dover Township Municipal Building, 2480 West Canal Road (2) times per week. Monday and Thursday with recycling materials collected weekly.**
- 2. Dover Township Community Building, 3700 Davidsburg Road, at least (2) two times per week- Monday and Thursday with an additional Saturday collection if possible and recycling materials collected weekly.**
- 3. Brookside Park, 4054 Fox Run Road, (2) two times per week through the months of May, June, July, August, September and October with weekly collection for all others and recycling materials to be collected weekly.**
- 4. Mayfield Park, one time per week for both trash and recycling.**
- 5. Eagle view Park two (2) times per week through the months of May, June, July, August, September, October with weekly collection for all other and recycling materials to be collected weekly.**

**RECYCLING-** The Contractor shall provide weekly recycling collection on the same day as municipal waste collection, using containers furnished to collection point by the hauler. Contractor shall pick up designated items to be recycled in the Township as per Chapter 20, Part 2 of the Dover Township Codified Ordinances, as amended, in compliance with the Pennsylvania Waste Planning Reduction, Recycling, and Management Act (101 of 1988). Immediately upon the Contractor's loading of recyclables into any collection vehicle, ownership of such recyclables shall be vested in the Contractor, and it shall become the Contractor's responsibility to haul, handle, process and dispose of recyclables according to the York County Solid Waste Management Plan. The Contractor shall comply with all State, Federal and County regulations.

**SMALL COMMERCIAL CUSTOMERS-** A business establishment that produces a small amount of garbage may select from any residential service level available under this contract.

**TIME OF COLLECTION-** Collection at each collection point shall be made weekly or bi-weekly based upon the service level selected for the entire year, between the hours of 6:00 AM and 6:00 PM.

No collections shall be scheduled for any Sundays.

Collections shall not be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If the regular collection day shall fall on any of the aforementioned holidays, the Contractor shall make the collection on the next regular day after the holiday.

**METHODS OF COLLECTION-** Municipal waste shall be picked up at designated collection points and deposited into the collection vehicle. No municipal waste may be spilled on the roads and streets of the Township and the Contractor must make every effort to prevent scattering of municipal waste, particularly paper and other light materials in the wind. If the municipal waste is spilled, the Contractor will be responsible for clean up within twenty-four (24) hours of notification. Contractors shall place emptied CONTAINERS back in such a manner as not to block sidewalks, driveways, public streets, road and access to mailboxes.

Contractor shall immediately notify the Township of any collections, which cannot be made on schedule, or of collections not made at specific collection points because of containers not conforming to these specifications.

**TERM OF CONTRACT-** The term of the contract shall be for five (5) calendar years beginning **July 1, 2025** and continuing until **June 30, 2030**.

**CONTRACT-** The contract will be awarded to the lowest responsible bidder based on the Board of Supervisors' selection as determined by the bid proposal form. The Contractor to whom the award is made shall enter into a written contract with Dover Township within twenty (20) days of notice of the contract award to the bidder. Upon failure to do so, the defaulting bidder shall pay to the Township the amount of the bid bond, to repay the Township for expenses and damages incurred by reason of such default. Upon the awarding of the contract to the successful bidder, a signed statement of agreement, provided by the Township will be attached to the specifications and bid proposal form, which together shall constitute the Municipal Waste Collection Contract.

**REPORTS-** The Contractor shall submit monthly reports for municipal waste and recyclables collected in Dover Township during the previous month for the length of the contract period. Reports shall be due within ten (10) working days from the end of each month during the contract period. Reports shall be printed on the Contractor's letterhead and be signed by the Contractor or an authorized representative.

Recycling reports submitted on a monthly basis, shall contain at least the following information:

1. Summaries of tonnage of all materials by material type collected.
2. Number and type of complaints received, and the action taken.
3. Contractor shall annually, within sixty (60) days of the start of each calendar year, provide to the Township a complete list of all residential customers, including, name and street address. Said list shall be provided in an electronic format acceptable to the Township. In the final year of the contract, the Contractor shall provide the list to the Township no later than six (6) months prior to the expiration of the contract.

**PAYMENT-** Contractor shall directly bill and collect payment from the owners of all residential dwelling units/small commercial businesses located within the Township for services performed within the Agreement between the Contractor and the Township unless other provisions apply to individual billing accounts.

**BOND-** A performance bond with corporate surety approved by the Township in the sum equal to one hundred percent (100%) of the annual contract price shall be furnished by the Contractor within twenty (20) days of the award of the contract and the validity of which shall be maintained during the term of the contract.

**INDEMNIFICATION-** The Contractor (including sub-contractors) 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. Contractor further agrees to investigate, handle, respond to, provide defense for and defend any claim arising directly or indirectly out of this agreement and/or the performance hereof at his sole expense and agrees to bear all other costs and expenses related thereto even if such claim is groundless, false, or fraudulent.

**CONTRACT SUPERVISION-** The Contractor shall maintain a local office, within forty (40) miles of the boundaries of Dover Township and in which toll-free telephone service is available, for the transmission of detailed information relative to complaints and normal operating procedures. He shall keep a competent representative or superintendent at work daily that shall have full authority to receive and execute orders and take charge of the Contractor's operations under this agreement. Such telephone service shall be available from 6:00 AM to 6:30 PM Monday through Friday at a minimum.

The Contractor is required to provide a web page/site, which will provide at minimum, information regarding scheduled days of collection, holiday schedule, and collection delays.

**EMERGENCY CONTACT-** The Contractor shall provide the Township with emergency contact information, including specific contract manager, 24 hour emergency telephone number(s), email addresses and pager numbers.

**INSURANCE-** The Contractor, prior to commencing work, shall provide at his own cost and expense the following insurance from insurance companies licensed in the Commonwealth of Pennsylvania applying to all operations by him, his agents and employees. The Contractor to whom the contract is awarded shall furnish to Dover Township, within twenty (20) days of the date of official notice of award of the contract, insurance certificates evidencing that he has provided the required coverages. Dover Township shall be named as an additional insured on all insurance certificates furnished by the Contractor for all operations performed in Dover Township by the Contractor. The minimum requirements of insurance to be carried by the Contractor shall be as follows:

<b>FORM</b>	<b>AMOUNT</b>
(A) Workmen’s Compensation	- Statutory
(B) General Liability	- Minimum combined single limit of liability per occurrence of \$2,000,000, for personal injury and property damage.
(C) Automobile Liability	- To cover each truck, automobile, vehicle or other mechanical equipment, whether owned or leased by Contractor, used in performance of work under this contract for bodily injury, including wrongful death, to any one person and subject to the same limit for each person, and; for property damage of not less than \$2,000,000.

The insurance requirements shall apply to all subcontractors, and if any work under this contract is performed by a subcontractor, Contractor shall carry on his own behalf Contractor’s Protective Liability Insurance for both bodily injury and property damage for the same limits as specified above and shall be responsible for each subcontractor maintaining liability insurance as specified above. This insurance contract shall name Dover Township as an additional insured and shall remain in effect until each subcontract is completed.

**VIOLATIONS AND PENALTIES-** In case of any violations of the contract, Dover Township shall notify the Contractor of such violations as provided herein. Dover Township shall have the right to bill the Contractor the following amounts for each offense and for all violations of the contract:

- a.) Regular Routes- Failure to operate and complete a regular route, unless prevented by an act of God, the Sum of One Thousand Dollars (\$1,000) plus any and all administrative and legal fees per day, per truck and crew not operating.
- b.) Sanitary and Safe Vehicles- Failure to maintain any collection vehicle in a sanitary and safe operating condition; the Sum of One Hundred Fifty Dollars (\$150) for each offense plus any and all administrative and legal fees.
- c.) Collection of Acceptable Items- Failure to collect acceptable items, included in this contract, properly placed at the designated collection point; the Sum of One Hundred Dollars (\$100) plus any and all administrative and legal fees for each location. Contractor is required to collect missed stops within 24 hours of regularly scheduled collection.

- d.) Disposal Sites- Failure to dispose of municipal waste at the sites designated by the York County Solid Waste Authority; the Sum of One Thousand Dollars (\$1,000) per collection vehicle plus any and all administrative and legal fees. It shall be a material breach of this contract for any vehicle containing contract waste to dispose of municipal waste at any site unless designated by the Authority and in any such event, in addition to any other remedies provided under this contract; the Contractor shall pay a penalty of \$2,000 plus any and all administrative and legal fees. The Contractor shall pay a penalty of Five Thousand Dollars (\$5,000) plus any and all administrative and legal fees for each additional offense or, at the option of the Township, the contract shall be terminated.
- e.) Damage/Displacement of Containers- Willful damage to or displacement of permanent waste or recycling containers; unless clearly marked for disposal, the Sum of Fifty Dollars (\$50) for each offense or a satisfactory replacement to the owner of said container.
- f.) Mixed Loads- It shall be a material breach of this contract for any Municipal Waste Collection vehicle or Recycling vehicle to also contain any solid waste and or any recyclable materials which was source separated by a customer; and in any such event; in addition to any other remedies provided under this contract, the Contractor shall pay a penalty of Two Thousand Dollars (\$2,000) plus any and all administrative and legal fees payable by the contractor to the Township for the first offense. The Contractor will pay a penalty for Five Thousand Dollars (\$5,000) plus any and all administrative and legal fees for each additional offense or at the option of the Township, the contract may be terminated.
- g.) Disposition of Recyclables- The Contractor shall be prohibited from disposal of the Township collected recyclable materials or processed recyclable materials at a landfill or other waste disposal facility without the prior written permission of the Township. Violation of this contract provision shall be a material breach of the contract and the Contractor shall pay a penalty of Two Thousand Dollars (\$2,000) plus any and all administrative and legal fees payable by the Contractor to the Township for the first offense. The Contractor will pay a penalty of Five Thousand Dollars (\$5,000) plus any and all administrative and legal fees for each additional offense or at the option of the Township, the contract may be terminated.
- h.) Spilled Materials- Failure to clean up spilled municipal waste or designated recyclable materials or failure to replace municipal waste/recycling containers at the designated pick up point as required; the Sum of Two Hundred and Fifty Dollars (\$250) per offense plus any and all administrative and legal fees. See violations A and B.
- i.) Contract Terms-If a Contractor does not meet the terms of the contract, the Township reserves the right to contract for service in the open market and the Contractor shall be responsible for all costs related thereto.
- j.) Violation of Terms- In the event that the Contractor fails to cure a violation or fails to perform under the terms of the contract documents for a period of sixty (60) days or after receiving written notice from the Township of the violation of the failure to perform, then the Township, in its discretion, shall have the right to terminate the contract and to rebid for municipal service.
- k.) Force Majeure Language: : Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until



the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**LABOR DISPUTE**-In the event the Contractor shall be unable to make collections of municipal waste as required under the contract because of a labor dispute against Contractor, Township, at its option, may employ other persons or corporations to make such collections and payments to Contractor shall cease while such other persons or corporations are making such collections. In addition, the Township may, at its option, cancel the contract in the event the Contractor shall be unable to make collections of municipal waste as required under the contract because of such labor dispute.

## Specifications and Contract Documents

DOVER TOWNSHIP, YORK COUNTY, PA

### AGREEMENT

This CONTRACT AGREEMENT is dated \_\_\_\_\_ day of \_\_\_\_\_ the year 20\_\_ by and between Dover Township (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### ARTICLE 1.

##### WORK

CONTRACTOR shall complete all work as specified in the Contract Documents including as referenced in Chapter 20 of the Code of Ordinances for the Township of Dover ([www.dovertownship.org](http://www.dovertownship.org))

1.1 The CONTRACTOR declares that he has carefully examined the sites of the work described herein; has become familiar with the collection points in Dover Township and the character and extent of the work; has carefully examined the Documents governing the work, including the specifications and instructions to bidders, which are hereby made a part of this Agreement; and thoroughly understands the stipulations, requirements and provisions of those documents.

#### ARTICLE 2.

##### CONTRACT

2.1 TERM OF CONTRACT – The term of the contract shall be for five (5) calendar years beginning **July 1, 2025 and continuing until June 30, 2030.**

2.2 The cost of any work performed, materials furnished, services provided, or expenses incurred for work called for in the Contract Documents but for which no special pay item has been provided for in the Schedule of Quantities, Prices, and Total Bid, all shall be deemed to have been included in the prices bid for the various items in the Contract Documents.

#### ARTICLE 3.

##### CONTRACT PRICE

3.1 Residents shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds on the basis of the unit prices for the items set forth in the Bid attached hereto, incorporated herein, and made a part thereof.

3.2 PAYMENT – Resident Property Owners shall pay CONTRACTOR within 30 days following receipt of an invoice submitted quarterly by the CONTRACTOR. The amount of each payment shall be equal to the dollar amount attributable to the contract for which the CONTRACTOR would be responsible for implementing the entire package of collection, disposal of waste and recycling as well as the billing and collection for the service to the residents of improved properties in Dover Township.

3.3 If this contract is accepted the undersigned will, within 20 days after delivery of notice by the Township, deliver the contract to the Township in the form aforesaid, duly executed, and with its execution duly proved, and the undersigned will, at the same time, deliver to the Township in accordance with the terms of the bid, a bond in the sum of 100 percent (100%) of the same amount of the annual value of the contract, in the form annexed hereto and made a part thereof, or if sureties not be approved by the Township with such other sureties as the Township shall approve, and if the undersigned shall fail to furnish such satisfactory surety, the acceptance of the proposal shall not bind the Township to a contract.

**ARTICLE 4.**

**CONTRACT DOCUMENTS**

The contract documents which compose the entire agreement between the OWNER and the CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 4.1 Instructions to Bidder
- 4.2 Specifications
- 4.3 Bid Proposal
- 4.4 This Agreement

**ARTICLE 5.**

**VIOLATIONS AND PENALTIES**

5.1 This agreement shall be governed by the violations and penalty provisions as set forth in the specifications, which have been made a part of this agreement.

ATTESTED BY:

\_\_\_\_\_

Title

\_\_\_\_\_

Contractor

BY: \_\_\_\_\_

**SEAL**

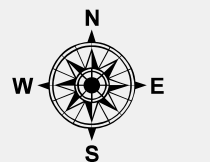
Title





# Dover Township Adopted Roads and Trash Collection Map

Created For: Kristina Rodgers  
 Creation Date: 8/23/2024  
 File Save Location: NOT SAVED



Nathan W. Stone  
 Technology Specialist  
 2480 W Canal Rd  
 Dover, PA 17315  
 Phone: 717-292-3634  
 Fax: 717-292-1136  
 nstone@dovertownship.org

## GIS Map Legend

### Road Names (AGOL)

- OWNER**
- Dover Boro
  - Dover Township
  - Private
  - State
  - Municipal Boundary
- Day of Trash Pickup**
- Monday
  - Tuesday
  - Wednesday
  - Thursday
  - Friday

