

**NETHER PROVIDENCE TOWNSHIP**

**Curbside Yard Waste Collection**

**BIDS DUE**

Thursday, November 17<sup>th</sup>  
11:00 a.m. (EST)

Nether Providence Township  
214 Sykes Lane  
Wallingford, PA 19086  
Telephone: (610) 566-4516  
Fax: (610) 892-2890  
[dgrady@netherprovidence.org](mailto:dgrady@netherprovidence.org)

**A. ADVERTISEMENT**

**NETHER PROVIDENCE TOWNSHIP**

**INVITATION TO BID**

Sealed bids will be received by Nether Providence Township, Delaware County, at the Nether Providence Municipal Building, 214 Sykes Lane, Wallingford, PA 19086, until 11:00 a.m. on Thursday, November 17<sup>th</sup>, 2022, at which time they will be publicly opened and read for the provision of:

**CURBSIDE COLLECTION OF YARD WASTE**

Specifications are on file and open to public inspection at the Township Municipal Building. Copies can be found on [www.netherprovidence.org](http://www.netherprovidence.org) or procured by prospective bidders by applying at the Municipal Building Administration Office. The non-refundable cost of reproduction and handling will be \$25.00 per set. Mail requests will be an additional \$5.00. All checks shall be made payable to Nether Providence Township.

Bids must be made on the forms furnished by the Township and must be accompanied by a certified check or bid bond issued by a surety licensed to conduct business in the Commonwealth of Pennsylvania, in the amount of at least ten percent (10%) of the highest option bid, made payable to Nether Providence Township and shall be valid and binding for a sixty (60) day period after the date of the opening of the bids.

The successful Bidder will be required to furnish and pay for satisfactory Performance Bonds, each in the amount of twenty-five percent (25%) of the Contract Price for the first year of the Contract, with a replacement bond guaranteed to be provided for each successive year of the Contract in an amount equal to 25% of the annual contract cost for that year with a corporate surety approved by the Township.

Bids must be submitted unconditionally. No bidder may withdraw a bid within sixty (60) days after the scheduled closing time for receipt of bids.

The Board of Commissioners reserves the right to reject any bid or any part of any bid and to award the contract to the lowest responsible bidder whose services are judged to best meet the interest of the Township. The Township also reserves the right to waive any informalities in the bids.

**A mandatory pre-bid meeting will be held on Monday, November 7<sup>th</sup> at 10 AM** at the Township Municipal Building.

Proposal forms and specifications are obtainable from the Township office on weekdays between the hours of 9:00 a.m. and 5:00 p.m.

David Grady  
Township Manager

**B. INSTRUCTION TO BIDDERS**

**1. BIDDER'S RESPONSIBILITY:**

Before submitting a proposal, each Bidder shall carefully examine and become familiar with all of the attached forms, instructions, General Conditions, Specifications, Drawings, etc., and will be held responsible to fully comply therewith. Each Bidder must visit the site of the work and become acquainted with the laws, ordinances, regulations, wage rates, labor conditions, and other conditions affecting the Contract or the work.

**2. DELIVERY OF PROPOSALS:**

It is the responsibility of the Bidder to deliver the bid prior to the time of opening. No bid shall be considered if it arrives after the time set for the bid opening. Envelopes containing proposals shall be sealed, addressed to:

**Nether Providence Township  
214 Sykes Lane  
Wallingford, PA 19086  
Attention: David Grady, Township Manager**

and submitted on the Form of Proposal furnished herein. The envelope shall bear the identification:

**CURBSIDE COLLECTION OF YARD WASTE**

**3. ADDENDA:**

Bidders shall acknowledge receipt of all addenda which have been issued during the period of bidding and agree that said addenda shall become part of this Contract. The Bidders shall list the numbers and issuing dates of the addenda received and acknowledge same on the appropriate page provided in the Form of Proposal section of these specifications.

**4. PROPOSAL GUARANTY:**

Each Proposal shall be accompanied by either a Certified or Bank Cashier's or Treasurer's Check, or Surety Company's Bid Bond satisfactory to the Township as specified herein under "ADVERTISEMENT" in an amount of not less than ten percent (10%) of the bid (for the contract price for the highest line-item bid). The check or bond shall be payable to the Township as payee or obligee and shall be forfeited as liquidated damages if the Bidder's bid is accepted and

Bidder fails to execute a Contract in conformity with the Contract Documents, and furnish bonds as specified, within twenty (20) days after receipt of Contract Documents. No bid shall be considered unless it is so guaranteed. Such checks or bid bonds will be returned to all except the three (3) lowest Bidders immediately after the award, and the remaining unsuccessful Bidders' checks or bid bonds will be returned when the fully executed Contract executed by both parties are delivered by the successful Bidder to the Township.

**5. METHOD FOR SUBMITTING BIDS:**

No proposal will be considered unless submitted upon the attached Form of Proposal for the project. The blank spaces on the proposal form shall be filled in correctly, where indicated, for each and every item for which a description is given, and the Bidder must state the prices (which shall be written in ink) for each part of the work contemplated. Bidder must submit a bid for services as set forth in the **FORM OF PROPOSAL** and for each option or must write No Bid on any space in which the contractor does not wish to make a bid.

The Bidder shall sign the proposal correctly. If the proposal is made by an individual, the complete post office address must be given. If made by a firm or partnership, the complete post office address of each member of the firm or partnership must be given, and the person signing the proposal must be authorized to do so and must submit evidence of such authority with the proposal. If made by a corporation, the persons signing the proposal should be the President or Vice President and the Secretary or Treasurer of the corporation; otherwise, the signing individual's certificate of authority to execute such papers should accompany the proposal.

If the Bidder has been incorporated in some state other than Pennsylvania, Bidder shall state whether the corporation is registered to do business in Pennsylvania. If operating under an assumed or fictitious name, the Bidder shall state whether such name has been registered in Pennsylvania.

No Contract will be awarded to a Bidder who is a foreign corporation or operating under a fictitious or assumed name unless the Bidder has complied or agreed to comply with all registration and licensing laws of this Commonwealth.

**6. PROOF OF BIDDER'S RESPONSIBILITY:**

Bidder shall include with the proposal the experience questionnaire (Exhibit B) included in this bid package. The questionnaire and statement shall be certified to be true and correct by an affidavit sworn to or affirmed before a notary public or other officer empowered to administer oaths or affirmations.

The foregoing will guide the Township in determining the responsibility of the Bidder, but additional information may be requested by the Township whenever in its judgment such information is necessary to determine the responsibility of the Bidder.

In the event the successful Bidder fails, refuses, or neglects to submit any required information within the reasonable time stated in any request therefore or fails to qualify as a responsible Bidder, the proposal guaranty shall be forfeited to the use of the Township, not as a penalty, but as liquidated damages.

7. **CHANGES WHILE BIDDING:**

During the bidding period, Bidders may be furnished addenda or bulletins for additions to or alterations of the procedures or specifications, if any, which shall be included in the work covered by the Proposal and become part of the Contract documents.

If any prospective Bidder on the Proposed Contract is in doubt as to the true meaning of any part of the procedures, specifications, or other Proposed Contract documents, a written request for an interpretation thereof may be submitted by mail, fax or e-mail to the Township Manager, David Grady. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued and a copy of such addendum will be sent to each prospective Bidder who has received a set of such documents. The Township will not be responsible for documents. The Township will not be responsible for any other explanations or interpretations of the proposed documents.

8. **BID OPENING PROCEDURE:**

Sealed proposals on projects will be received by the Township at the designated place and until the time stated in "ADVERTISEMENT" at which time all proposals will be publicly opened and read. The Township reserves the right to reject any or all bids, or parts thereof, as it may deem in the best interest of the Township.

9. **COLLUSIVE BIDS:**

The proposal of any Bidder or Bidders who engage in collusive bidding shall be rejected. Any Bidder who submits more than one proposal in such manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive Bidder. The Township may reject the bid proposals of any collusive Bidder upon bid opening. However, nothing in this section shall prevent a Bidder from superseding a bid proposal by a subsequent proposal delivered prior to bid opening, which expressly revokes the previous bid. The non-collusion affidavit included in this bid package must be returned with the Form of Proposal.

10. **WITHDRAWAL OF BIDS:**

No Bidder may withdraw a bid unless the request is made in writing and is received by the Township prior to the time set for bid opening. After bid opening, no Bidder may withdraw a bid within the time period indicated herein under "ADVERTISEMENT", except that requests for withdrawal of bids after bid opening due to clerical and unintentional substantial arithmetical error or unintentional omission of required work elements shall be made in accordance with

Commonwealth of Pennsylvania Act No.4 of 1974, 73 P. S. 1601-1608, and other generally applicable law of the Commonwealth of Pennsylvania.

**11. AWARD OF CONTRACT:**

The Township shall have the right to reject any or all proposals or any part thereof or items therein. The Township shall have the right to waive technical defects in the bid. If an award of Contract is made, it will be made to the lowest responsible Bidder whose qualifications indicate that the award will be in the best interest of the Township and whose proposal complies with all the prescribed requirements. No award will be made until the Township has concluded such investigations as it deems necessary to establish the responsibilities, qualifications, and financial ability of the Bidder to complete the work required in accordance with the Contract Documents to the satisfaction of the Township within the time prescribed.

The Township reserves the right to reject any or all bids or parts thereof and to waive any informality in bids received when such is in the best interest of the Township; the Township also reserves the right to reject the bid of any Bidder who in the opinion of the Township is not in a position to satisfactorily perform the Contract.

In analyzing Bids, the Township may take into consideration any of the alternates shown on the official Bid Sheet.

The Contract will be awarded or rejected by a majority vote of the Board of Commissioners within sixty days of the opening of bids. If the Contract is awarded, the Township will provide the successful Bidder written notice of the award. Thirty (30) day extensions of time for awarding of the bid may be made by the mutual written consent of the Township and the lowest responsible Bidder. If the lowest Bidder withdraws their bid, or refuses award of Contract, the Township shall have the right to award the Contract to the next lowest responsible Bidder or reject all bids and rebid the Contract.

**12. EXECUTION OF FORM OF AGREEMENT**

The Contract Documents shall consist of the Advertisement for Bids (Notice to Bidders or Proposal for Bids); Form of Proposal; Instructions to Bidders; signed Forms of Agreement; General Conditions; Detailed Specifications, and Appendices including all modifications thereof, incorporated in any of the documents before the execution of the Agreement.

At least two counterparts of the Agreement and such other Contract Documents as practicable shall be signed by both the Township and the Contractor, with at least one counterpart being returned to the Township within the time specified.

**13. SUBLETTING OR ASSIGNING OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, of contractor's right, title or interest therein, without the written consent of the

Township.

**14. LENGTH OF CONTRACT**

Bid Form A: This contract (Base Bid) shall extend from January 1, 2023 through December 31, 2024. There will be two one-year extensions that may extend the contract from January 1, 2025 through December 31, 2025 or December 31, 2026 should the contractor and municipality both agree to the extension(s). The contractor shall have thirty (30) days to respond to the municipality's written request to exercise each additional option.

Bid Form B: This contract (Base Bid) shall extend from January 1, 2023 through December 31, 2023. There will be two one-year extensions that may extend the contract from January 1, 2024 through December 31, 2024 or December 31, 2025 should the contractor and municipality both agree to the extension(s). The contractor shall have thirty (30) days to respond to the municipality's written request to exercise each additional option.

**15. DEVIATIONS FROM BID**

The Township encourages and promotes the submission of alternative collection methods, incentive systems, or other proposals which may deviate from the specified bid specifications. Any alternate proposal should be identified in the deviations from bid section of the proposal and attached to the bid document. In submitting these alternate proposals, please clearly indicate the per household price for the services for each year and each option year of the specifications in a manner similar to the form of proposal.

**16. PRE-BID CONFERENCE**

The Township intends to hold a mandatory pre-bid meeting for the purposes of explaining the bid document and to answer any questions for potential bidders. This pre-bid meeting will be held on **Monday, November 7<sup>th</sup> at 10 AM** at the Township Municipal Building. The Township reserves the right to schedule additional pre-bid meetings prior to the advertised date of the bid opening to review the requested scope of services and any requests for clarification of the bid procedures or specifications to the extent that the Township deems such to be necessary or appropriate.

**C. GENERAL SPECIFICATIONS**

**1. DEFINITIONS**

For the purposes of this contract, the following terms shall have the meaning set forth below:

**Municipality or Township** means Nether Providence Township, Delaware County.

**Yard Waste Collection Services** are those services to be performed by contractor: a) the collection of yard waste materials from approximately 4,144 homes/locations specifically designated herein;

**Contractor** means a private firm awarded a contract to perform a service.

**Composting Facility:** A facility to process raw organic material into a biologically stable organic material and processed into compost and mulch products.

**Residential Properties** are occupied single or multi-family dwellings having four (4) or fewer dwelling units per property not combined with commercial property. There are approximately 4,144 residential properties that partake in the current recycling program in the Township.

2. **AREA AND COMMUNITY CHARACTERISTICS**

Curbside collection service is to be provided to each residential property located within Nether Providence Township. There are currently approximately 4,144 residential properties currently participating in the Township's recycling program located along approximately 53.9 miles of roadway in the Township. A map of the municipality is attached hereto, made a part hereof and marked "Exhibit A." Multi-family residential units containing more than four units are not considered part of this bid. Residential properties that become occupied or constructed during the term of the Contract shall be serviced in the same manner as existing residential properties.

3. **COLLECTION STANDARDS**

The Contractor shall furnish all necessary equipment, personnel, and supplies to accomplish the collection service and disposal as defined by these specifications in a neat and workmanlike manner. Any vehicle used by the Contractor for collection service shall: (1) have current inspection and registration, (2) have current County permits, (3) be closed or properly covered to prevent the loss or spillage of collected materials at any time during the collection, transportation, and disposal process, (4) be equipped with a broom and shovel for cleanup of materials, and (5) be clearly identified with the Contractor's name printed on each side of the vehicle. Each vehicle must bear prominent markings, signs or decals identifying it as a recycling collection vehicle. The vehicle shall be legally licensed to operate in the Commonwealth of Pennsylvania, and must be able to navigate all Township streets and alleys from which residential collection occurs. The Contractor shall be responsible for retrieving any spillage that may occur. The Contractor shall store and park all vehicles and equipment involved in the collection at convenient and lawful locations approved by the Township at the Contractor's own expense. Contractor's vehicles and equipment shall not be parked or stored on streets or roads of the Township, except, as may be required incidental to the performance of the collection service.

4. **MISSED COLLECTIONS**

Collection service shall be provided by the Contractor at the Contractor's expense to cover the removal of any yard waste covered under the Contract and placed curbside at the time and place



designated which were missed during the regular collection process. Such makeup service shall be completed on the sooner of:

- 1.) The same day that the Contractor is notified of such missed pick-up by the Township if notification occurs before 12 noon.
- 2.) Within 24 hours of notice to the Contractor.
- 3.) The end of the next scheduled collection day.

## **5. SUPERVISION AND QUALITY CONTROL**

- A. Contractor shall supply all necessary field supervisors and conduct inspections to ensure that collections are performed within the scope of these specifications. Contractor shall also provide for a method of promptly responding to problems or complaints and maintain regular contact with the Township office. All work under these specifications shall be done in a prompt, thorough, legal, professional, and workmanlike manner.
- B. The Contractor shall ensure that any employees assigned to work under the terms of the Contract shall do so in a prompt, thorough, legal, professional, and workmanlike manner. The Township may request a suspension or re-assignment of any employee exhibiting any of the following actions in the conduct of their work under the Contract: intoxication; use of a controlled substance; use of loud, profane, vulgar, or obscene language; soliciting gratuities or tips; refusing to collect or handle materials as herein required and defined if properly stored and placed for collection; causing wanton and malicious damage, theft or destruction of property, including waste containers or receptacles, shrubbery, plantings, etc.; engaging in any other activity which may constitute a public nuisance during the course of performing work under this Contract.

## **6. PERIOD OF CONTRACT**

Under Bid Form A: The term of this Contract shall be for a period of two years, beginning January 1, 2023 up to, and including, December 31, 2024. The municipality has the option, with the agreement of the Contractor, to extend the Contract for two additional one-year periods by notifying the Contractor in writing at least three months prior to the Contract's expiration date.

Under Bid Form B: The term of this Contract shall be for a period of one year, beginning January 1, 2023 up to, and including, December 31, 2023. The municipality has the option, with the agreement of the Contractor, to extend the Contract for two additional one-year periods by notifying the Contractor in writing at least three months prior to the Contract's expiration date.

## **7. FAILURE TO PERFORM/PENALTY**

- A. Failure on the part of the Contractor to provide collection and disposal service within the terms of these specifications shall subject the Contractor to the penalties in accordance with the schedule below for each and every day that the service is not rendered or is

improperly rendered. At its option, the Township may perform or cause to be performed the work necessary to provide the specified services, and Contractor shall be liable to the Township for any and all expenses so incurred. Contractor shall not deem the payment of any penalty a waiver of any default, and the Township hereby reserves all of its rights under Section C.7.C with respect to any default by the Contractor.

The Township Manager or their designee shall notify the Bidder/Contractor, in writing, of any violation(s) and the fine amount up to the amounts listed below. Upon written notification of such violation(s), the Township shall deduct said penalties from the monthly payment owed to the Bidder/Contractor for rendered services.

1. Failure of a truck and crew to operate over and finish a regular route – up to \$1000 per day per route;
2. Failure to collect yard waste properly and in specific locations – up to \$75 per location, per missed collection;
3. Using or maintaining trucks in a leaking or unsanitary condition – up to \$500 per offense;
4. Damaging (other than reasonable and normal wear and tear) or carrying away permanent receptacles - repair, replace, or pay up to \$100 per offense;
5. Failure to clean up any materials spilled from equipment – up to \$500 per offense;
6. Failure to submit weight slips/monthly reports within specified time – up to \$500 for each report not made;
7. Mixing yard waste with refuse – up to \$1000 per occurrence;
8. Sending yard waste to transfer station, incinerator, or landfill – up to \$1000 per occurrence
9. Changing routes without proper notification – up to \$200 per incident per day;
10. Failure to deliver any recyclable materials to the appropriate designated facility as approved by the Township – up to \$1500 per incident per day;
11. Failure to comply with the hours of operations as stated in section E.2 of this Contract – up to \$300 per incident;

B. In the event of a labor stoppage; labor strike lockout; destruction of or damage to or interruption, suspension, or interference with the operation of the Bidder/Contractor's equipment caused by Acts of God, fires, explosions, or other matters beyond the reasonable control of the Bidder/Contractor; restraints of government, lawful orders of court, administrative agencies or governmental officers; suspension, termination, or interruption of governmental licenses or permits; or changes in laws, regulations or ordinance or emergency, the Bidder/Contractor shall not be considered in default or breach of service Contract by reasons thereof, provided however, that the Township's cost of performing the work specified in the service Contract to be done during such period shall be charged to the Bidder/Contractor as in the case of a default by the Bidder/Contractor.

C. In the event the Contractor defaults in the performance of any of the conditions or terms of this Contract, the Township shall notify the Contractor in writing of the nature of the

default. The Contractor shall correct this default within seventy-two (72) hours following receipt of such notice or such shorter period of time as may be required by these Specifications for specific breaches. If the Contractor fails to correct the default, the Township, without further notice, shall have the option to exercise any of the following remedies and receive compensation and damages from the Performance Bond, in addition to any other rights or remedies available to the Township in law or equity:

1. The right to declare the Contract and all rights granted to the Contractor under it as terminated effective upon such date as the Township shall designate.
2. The right to license others to perform the services to be performed by the Contractor., at Contractor's expense.
3. To perform such services itself at Contractor's expense

## **8. REPORTS/BILLS**

Billing shall be done on a monthly basis. Payment will be made by the 20<sup>th</sup> of each month to the hauler. Any necessary reports shall be submitted to the Township for payment within ten (10) working days following the close of each month and shall be accompanied by weight slips for the preceding month. If a weight slip or report is not received in the period specified, further payments will be withheld until all paperwork is complete. No payments will be made unless weight slips are submitted. A summary report for yard waste shall be submitted for each collection at the same time that weight slips are submitted.

## **9. GENERAL PROVISIONS**

- A. Each of the covenants in the Contract shall be independent and severable from each other covenant of the Contract. The invalidity, illegality, or unenforceability of any provision or any part of any provision of the Contract shall not affect any other provision of the Contract or the balance of such provision, and all other unaffected provisions and the balance of any such invalid, illegal, or unenforceable provision shall remain in full force and effect.
- B. The Contract shall supersede all other agreements between the parties relating to matters covered by the Contract. The Contract shall be intended by the parties to be the final expression of their agreement and shall be the complete and exclusive statement of the terms thereof, notwithstanding any representations or statements to the contrary made before execution of the Contract.
- C. The Contract shall not be altered, amended, changed, or modified except in a written instrument signed by the parties.
- D. The Contract shall inure to the benefit of and be binding upon the Contractor, the Township and their successors and assigns, provided, however, that Contractor shall not be entitled to assign, subcontract, or delegate any of its rights or obligations hereunder

without the prior written consent of the Township, which may be withheld in the Township's sole discretion. A sale of substantially all of Contractor's assets or a change of more than 50% ownership interest of Contractor will be considered to be an assignment for purposes of this provision.

- E. The Township shall be neither an agent nor an employee of Contractor under the Contract. Neither Contractor nor Contractor's employees, agents, or servants shall be employees of the Township under the Contract.
- F. Any written notices given hereunder shall be deemed to be given when delivered in person or sent by regular or certified mail, return receipt requested, and if to the Township, then addressed to the Township at the address set forth in the "ADVERTISEMENT" and if to the Contractor, then addressed to the Contractor at the address set forth in the Contractor's proposal and such address shall include a street address not just a post office box address.
- G. Contractor shall indemnify and hold the Township, its officials, officers, servants, workmen, agents, and employees, harmless from and against any and all liabilities (including but not limited to amounts paid or incurred in satisfaction of settlements, judgments, fines, and penalties), losses (including but not limited to personal or bodily injury, death, or property damage), damages or expenses (including but not limited to reasonable costs, disbursements, and counsel fees) which the Township, its officials, workmen, agents, or employees may incur as a result of claims, demands, suits, actions, or proceedings brought or threatened to be brought against it or them arising in whole or in part from or in connection with the Contract or Contractor's (and any subcontractors) performance of or failure to perform under the Contract, whether occurring as a result of Contractor's negligence or otherwise, unless such loss is caused by the sole negligence or willful misconduct of the Township or its officials, servants, workmen, or employees.
- H. The Contract may be terminated by the Township:
  - (1) under the circumstances set forth in Section 7 of the General Specifications hereof;  
or
  - (2) at the end of each Contract year if the Township is reasonably dissatisfied with the performance of Contractor under the Contract, in which case the Township shall provide no less than thirty (30) days written notice to the Contractor; or
  - (3) at any time if the insurance and/or bonding requirements set forth in the Contract Documents are not satisfied, or maintained.

## **10. INSURANCE**

At the time of Contract execution, the contractor shall accept, insofar as the work covered by the Contract is concerned, the provisions of the Pennsylvania Worker's Compensation Act, as amended, and shall furnish the Township with a Certificate of Insurance covering the

contractor's liability under the Pennsylvania Worker's Compensation Act, as amended. In addition, contractor shall carry liability and property damage insurance and vehicle insurance in the minimum amount of \$1,000,000 and the Certificate of Insurance shall name the Township, its officers, and its agents and employees, as Additional Insureds. The contractor shall also carry other insurance as may be required by law. Coverage shall remain in effect during the life of the Contract.

The Contractor shall be required and shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance. The Contractor shall furnish contractor's and subcontractors' certificates of insurance to the Township Manager immediately upon request.

No acceptance and/or approval of any insurance by the Township of Nether Providence shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work Contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the Contracted work, until final acceptance of the work by the Township.

Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the Township shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Township for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Township from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

Nothing contained in the specifications shall be construed as creating any Contractual relationship between any subcontractor and the Township. The Contractor shall be as fully responsible to the Township for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Precaution shall be exercised by the Contractor at all times for the protection of persons,

(including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the Township. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Township grants specific approval for an exception.

The Township will consider deductible amounts as part of its review of the financial stability of the Bidder. Any deductibles shall be disclosed in the Experience Questionnaire and all deductibles will be assumed by the Contractor.

## **11. BONDING**

- A. At the time of Contract execution, the Contractor shall furnish a bond for the faithful performance of the Contract in an amount equal to 25% of the annual cost for the first year, with a replacement bond guaranteed to be provided for each successive year of the Contract in an amount equal to 25% of the annual contract cost for that year. The successful Bidder must submit the appropriate form within 10 days of receipt of Contract documents. The bond shall be provided by a surety company approved by the Township, authorized to transact business within the Commonwealth of Pennsylvania, and shall be in a form acceptable to the Township. The bond is to cover the full terms of the Contract to be awarded. The bond may be in the form of an irrevocable letter of credit. The bond shall bear the same date as the date of the Contract.
- B. If any person or entity other than the Contractor's employees or Contractor shall be providing labor or furnishing materials under the Contract, then Contractor, at the time of Contract execution, shall also furnish a material and labor bond in the amount of 25% of the Contract price for the payment of all persons performing labor or furnishing materials in connection therewith.

## **12. COMPLIANCE WITH LAWS: PERMITS AND FEES: TAXES**

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, regulations, and codes of the Township, County, State, and Federal Government, as well as the Delaware County Solid Waste Management Plan.

The Contractor shall at his or her own expense, secure and pay to the appropriate department of the Township the fees, or charges for all permits required by the local regulatory body or any of its agencies. The Contractor shall be responsible for obtaining and maintaining any necessary licenses for the Commonwealth as well as other permits or licenses required by other regulatory agencies. The Contractor shall be responsible for any taxes imposed upon Contractor in

connection with its services under the Contract.

### **13. LAWS TO GOVERN**

This Contract is entered into and is to be performed in the Commonwealth of Pennsylvania. The Township and Contractor agree that the laws of the Commonwealth of Pennsylvania shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and shall govern the interpretation of the Contract. Contractor hereby consents to and agrees to submit to the exclusive jurisdiction of the Court of Common Pleas of Delaware County, Pennsylvania, with respect to any dispute arising in connection with the Contract or the enforcement thereof.

No Bidder or Contractor shall discriminate against any employee, applicant for employment, independent subcontractor or any other person because of race, color, religious creed, ancestry, national origin, disability, age or gender, sexual orientation, gender identity, or any other protected classification under federal or Pennsylvania law.

## **D. SPECIFICATIONS FOR THE COLLECTION OF YARD WASTE**

### **1. COLLECTION OF YARD WASTE**

The Contractor shall collect and remove yard waste from all Residential Properties in the Township which have been placed in clearly marked containers at the curbside on streets in the Township. The Contractor shall be responsible for emptying all reusable containers and replacing them along the curb outside of the cartway. All bagged yard waste shall be removed from the property. The Contractor's employees shall exercise care in the handling of recycling containers to prevent unnecessary damage to containers or surrounding property. "Tossing" of empty containers will not be permitted. Any spilled or broken materials must be cleaned up by the Contractor's employees immediately. The container lids shall be closed after being emptied.

### **2. FREQUENCY AND TIME OF COLLECTION**

**Yard Waste Collection shall be made on one recurring day per month (weekday or weekend), such date to be at the bidder's option with agreement from the Township.**

- 1) Collection shall be made between the hours of 7:00 a.m. and 6:00 p.m., except in the case of mechanical breakdown or extreme or unusual circumstances. The Township shall be notified of any situation which would prevent the normal collection schedule. Collection will not be expected on the following legal holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Collections missed due to the reasons listed in this section (D.2.B) must be completed on either the next regularly scheduled day or a day predetermined by the contractor with the municipality's approval.
- 2) No change in such established routes will be permitted without first securing the approval

of the Township, after which notice shall be given to all residents affected by such change. The Board of Commissioners reserves the right to change the routes of collection from time to time, when deemed necessary.

**3. METHOD OF COLLECTION**

- A. Collection service shall be provided on a curbside pick-up basis for all residential properties (as defined) for all yard waste placed curbside by residents in clearly identifiable containers. The Contractor may offer input to the Township concerning recommended changes to the promulgated procedures as the need may arise.
- B. The Contractor shall ensure that the yard waste collected from the Township remain segregated from all other materials until weighed by a licensed weight master and a certified weight slip is issued to the Township.
- C. Snow or weather emergency conditions preventing collection service on a regularly scheduled day will result in collections being made on the next regularly scheduled day following the snow or weather emergency.
- D. The Contractor may refuse to make a pick-up if the materials have not been properly prepared when placed curbside. At the time of refusal to make a pick-up, the Contractor will provide a written notice to the resident, on a form approved by the Township, containing instructions for the proper preparation of yard waste materials.
- E. Contractor shall be required to pick up yard waste along any private lane which can be traveled safely by a refuse collection truck so long as all homeowners on the private lane agree. Should the homeowners not agree, or the street is not wide enough for a refuse collection vehicle to safely travel, then the homeowners on that private lane will be required to set all refuse at the end of the private lane.
- F. The Contractor shall be responsible for ensuring that the yard waste is delivered to a composting facility with a minimum of loss due to contamination, breakage, moisture, etc.

**4. TRANSPORTATION AND DISPOSAL OF YARD WASTE**

- A. The Contractor shall be responsible for the collection, delivery, weighing, and unloading of the collected yard waste and transported to a composting facility.
- B. The Contractor shall be responsible for protecting the yard waste collected from loss or damage until such weighed collection is turned over to the receiving site. The Contractor is required to provide a certified weight slip to the Township.
- C. Contractor shall be responsible for collection of certified weight slips and delivery to the Township within ten (10) days after the end of the month.



5. **COLLECTION OF YARD WASTE**

Collection of yard waste is to be provided once a month to each residential structure, except for those served by a homeowner's association. Residential dwellings that are constructed and become occupied during the term of this agreement shall receive collection service in the same manner as all currently existing residential units at no additional charge. There are approximately 4,144 dwelling units in the Township that would participate in the program.

Residents will have the option of placing yard debris in biodegradable paper bags or trash cans (maximum thirty-two (32) gallon capacity or fifty (50) pounds in weight). Any and all clearly identifiable containers holding yard waste shall be emptied by the Contractor. Residents also have the option of bundling and tying yard debris; such bundles shall not exceed 4 feet in length and limbs and branches shall not exceed 4" in diameter.

Yard waste shall be collected from the curb, which shall mean the area within five (5) feet of the edge of a public or private street. Contractor is responsible for returning cans to the curb with the lids replaced. It is unacceptable for cans to be placed in the street or thrown onto the cartway or front yard.

Collections shall be made between the hours of 7:00 a.m. and 6:00 p.m., except in the case of mechanical breakdown or extreme or unusual circumstances. Collection shall be continuously pursued until the routes are completed and shall occur on every regularly scheduled collection day that the Composting Facility is open and accepting compostable material. Collection vehicles shall follow essentially the same schedule on each collection day so that residents will receive service under a reasonably uniform pattern and judge approximately when collections will occur within their area. The Bidder shall submit a proposed collection schedule with the bid; the final schedule shall be established in consultation with the Township.

Collection will not be expected on the following legal holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Collection will occur on the next regularly scheduled collection day. Snow or weather emergency conditions preventing collection service on a regularly scheduled date will result in collections being made on the next regularly scheduled collection day following the snow or weather emergency.

6) **TRANSPORTATION AND DISPOSAL OF YARD WASTE**

The Contractor shall be responsible for the collection, delivery, weighing, and unloading of the collected yard waste at a Composting Facility approved by the Township. The Contractor must make any necessary arrangements to obtain permission to deliver yard waste to the site and to provide documentation to the Township verifying the weight of any material delivered for composting. Any and all costs for composting shall be the responsibility of the Township; no proceeds or costs shall be the property or responsibility of the Contractor.

The Contractor shall ensure that the yard waste collected from the Township remain segregated from all other materials until weighed by a licensed weight master at the Composting Facility and a certified weight slip is issued to the Township. The Contractor may change the Composting Facility during the course of the contract, but only with prior written approval from the Township.

The Contractor shall provide documentation to the Township verifying the quantity of yard waste collected in the Township during each calendar year along with any other collection documentation required by the Pennsylvania Department of Environmental Protection, Delaware County Solid Waste Authority, or any other agency having jurisdiction over solid waste or recycling collection.

**E. SPECIFICATIONS FOR THE INDEPENDENT CONTRACTING OF YARD WASTE COLLECTION**

Multi-family dwellings of 5 units or more, and condominium associations may elect to use Contractor and pursuant to the terms of the Contract or any other entity for the collection of yard waste. This contracting must be done in accordance with township approved procedures and only with a township approved contractor. Under all circumstances, the responsibility of this collecting entity will be the same as those spelled out in section D above.

While some flexibility in frequency and method of collection may be allowed, the items to be collected, the ownership of these materials, the transportation and disposal of the yard waste collected, and the reporting of quantity of yard waste collected shall be consistent with the requirements of this Contract.

In order to use the Contractor under this Contract, the legal owner or representative of the property or the official representative of the Condominium Association must appear in person and execute the Township's form by November 1, 2022 to contract for yard waste collection under this contract.

**F. FORM OF PROPOSAL**

**TO: Township of Nether Providence  
214 Sykes Lane  
Wallingford, PA 19086  
Attn: David Grady, Township Manager**

This proposal is submitted in accordance with your advertisement inviting proposals to be received until **11:00 a.m. on the 17<sup>th</sup> day of November, 2022** for:

**CURBSIDE COLLECTION YARD WASTE**

Nether Providence Township may choose any individual options or combination thereof. Yard waste collection is to be done in accordance with regulations of Delaware County as well as with other applicable Federal, State and Local regulations.

Please enter one bid price per contract year for the collection of yard waste.

Having carefully examined the Contract Documents together with all Addenda, as prepared by the Township Manager, and being familiar with the various conditions and laws affecting the work, the undersigned agrees to furnish all labor, materials and equipment to provide all the necessary contract work, in accordance with said contract documents, for which the following prices are submitted:

**PLEASE ATTACH ALL PROPOSED COLLECTION SCHEDULES TO THIS FORM OF PROPOSAL**

**BID FORM A:**

<i>All bids should be listed as a price per household. There are 4,144 households eligible under this contract.</i>	<b>BASE BID (2 Years)</b>		<b>OPTIONAL 1 YEAR EXTENSIONS</b>	
	<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>	<b>YEAR FOUR</b>
Once a month yard waste collection				

**BID FORM B:**

<i>All bids should be listed as a price per household. There are 4,144 households eligible under this contract.</i>	<b>BASE BID (1 YEAR)</b>	<b>OPTIONAL 1 YEAR EXTENSIONS</b>	
	<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>
Once a month yard waste collection			

**DEVIATIONS FROM BID**

Deviations, if any, from the specifications and requirements of these bid documents are listed fully here:

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**BID BOND:**

Accompanying this Proposal is a Bid Bond in the amount of ten percent (10%) of the highest Year 1 bid price for a line item (assuming that there are 4,144 residences included under the contract). A Bid Bond is attached in the following amount:

Bid Bond Amount \$ \_\_\_\_\_.

**ADDENDA:**

The contractor acknowledges receipt of the hereinafter enumerated addenda which have been issued during period of bidding and agrees that said addenda shall become a part of this Contract. The contractor shall list below the numbers and issuing dates of the addenda:

**ADDENDUM NO.**

**ISSUING DATE**

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**VERIFICATION:**

The undersigned hereby certifies that this Proposal is genuine, and not sham or collusive, or submitted in the interest of or on behalf of any person, firm or corporation not herein named, and the undersigned hereby certifies that the undersigned has not induced any other persons to refrain from bidding and has not in any way sought by collusion to secure for himself an advantage over any other bidder. This bid is valid and binding for a sixty (60) day period after the date of the opening of bids and may be accepted or rejected at any time.

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

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

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

## **EXHIBITS**

- A. TOWNSHIP MAP (attached)
- B. EXPERIENCE QUESTIONNAIRE
- C. NON-COLLUSION AFFIDAVIT

## **EXHIBIT B**

### **EXPERIENCE QUESTIONNAIRE**

In accordance with the Bid Documents, each Bidder shall complete the following EXPERIENCE QUESTIONNAIRE. Failure to completely and accurately answer all questions may render any submitted bid as "Unqualified". If additional space is necessary to provide complete responses to questions, attach a separate sheet.

1. State the complete legal name and address of Bidder, and identify the type of entity and jurisdiction in which it is organized. Is Bidder licensed or otherwise authorized to do business in Pennsylvania?
  
2. List the names of any parent corporation, subsidiary corporation, affiliated corporation, proprietorship, partnership, or other business entity related to or associated with or affiliated with the Bidder, and describe nature of relationship.
  
3. How many years of experience has the Bidder had in the collection, transportation, and/or disposal of trash and/or recyclables? If any related organizations identified in Question 2 have also provided such service, list their experience as well.
  
4. Complete the following information for each vehicle that you propose to use in providing the services covered by these specifications: Make and year of chassis, make and year of body, vehicle capacity. Indicate whether vehicle is owned by the Bidder or leased.
  
5. Will any person or entity other than Bidder or Bidder's employees be providing labor or materials under the Contract?



6. Describe in detail any other equipment proposed to be used for the performance of this Contract in addition to the vehicles listed in Question 4.
  
7. List any municipalities within the Philadelphia regional area that you are now providing similar collection, transportation, and/or disposal services for under a municipal Contract, including the approximate number of residential units serviced in each municipality and the length of time that you have been providing service to that municipality.
  
8. List any municipalities within the Philadelphia regional area that you are not currently providing collection, transportation, and/or disposal services for, but which you serviced under a similar municipal Contract at any time during the previous three (3) calendar years.
  
9. Has the Bidder or any other related business entity listed in Question 2 failed at any time to complete a municipal collection, transportation, and/or disposal Contract? If so, indicate which municipality and the circumstances that led to the failure to complete the Contract.
  
10. Has the Bidder or any other related business entity listed in Question 2 ever withdrawn a bid for a municipal collection, transportation, and/or disposal Contract or failed to enter into a Contract after being accepted as the low Bidder, and if so, where and under what circumstances?
  
11. Has the Bidder or any other related business entity listed in Question 2 ever been cited by or under investigation by the Pennsylvania Department of Environmental Protection or its predecessor, the Pennsylvania Department of Transportation, the U.S. Environmental Protection Agency, the U.S. Occupational Safety and Health Administration, the Pennsylvania Human Relations Commission, the U.S.

Department of Labor and Industry, or the Pennsylvania Crime Commission, or any other governmental agency for:

- A. Alleged violation of any laws, rules, or regulations of any listed agencies.
  - B. Alleged discrimination due to age, sex, race, religion, color, national origin, or handicap.
  - C. Alleged anti-trust violations.
  - D. Alleged criminal activities.
12. If any answers to the above items in Question 12 are affirmative, please list the agency involved, the date and nature of the alleged violation, and the disposition or current status of the alleged violation.
13. Has the Bidder, or any other related business entity listed in Question 2, or any of its owners, directors, officers, or other key employees ever been investigated, charged, prosecuted, or convicted of any of the following offenses? If so, list the agency involved, the date and nature of the alleged infraction, and the disposition or current status of each item:
- A. Alleged environmental crimes or criminal violations of environmental statutes or adopted rules or regulations.
  - B. Alleged bribery of public officials or commercial bribery.
  - C. Alleged price fixing, collusion, or illegal restraint of trade.
  - D. Alleged deceptive business practices.
  - E. Alleged criminal labor practices or racketeering.
14. Provide the address and the telephone number for the office that will be responsible for administering the Contract, and if different, the address and telephone number of the office from which service calls from Township residents and Township officials will be handled.
15. Please list the types of insurance carried by the Bidder, the amounts of such insurance policies, and the amounts of any deductibles which may be attached to such policies

**EXHIBIT C**

**NON-COLLUSION AFFIDAVIT**

I state that I am \_\_\_\_\_ of \_\_\_\_\_ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for providing the pricing information included in this response.

I state that:

1. The price(s) contained in this response have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. The price(s) contained in this response have **not** been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from responding to this bid request, or to submit a response higher than this bidder’s response, or to submit any intentionally high or noncompetitive response or other form of complementary response.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_ (Name of firm), its affiliates, subsidiaries, officers, directors and employees listed in Experience Questionnaire question #2 are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows (attach additional pages if necessary):

I state that \_\_\_\_\_ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Township of Nether Providence 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 Township of the true facts relating to the submission of bids for this contract. I understand and my firm understands that any fraudulent concealment will allow the Township to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this bid.

Sworn to and Subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_(Notary Public)

My Commission Expires: \_\_\_\_\_  
SEAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company Position