

NETHER PROVIDENCE TOWNSHIP

PROCESSING AND DISPOSITION OF RECYCLABLES

BIDS DUE

Tuesday, September 11, 2023
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

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 Monday, September 11, 2023, at which time they will be publicly opened and read for the provision of:

PROCESSING AND DISPOSITION OF RECYCLABLES

Specifications are on file and open to public inspection at the Township Municipal Building. Copies can be found on 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.

Proposal forms and specifications are obtainable from the Township office 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 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:

PROCESSING AND DISPOSITION OF RECYCLABLES

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**

Under Bid Form A: The term of this Contract shall be for a period of two years, beginning January 1, 2024 up to, and including, December 31, 2025. 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, 2024 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.

C. **GENERAL SPECIFICATIONS**

1. **DEFINITIONS**

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

Aluminum food and beverage containers made from the light in weight metallic substance.

Bimetallic means containing two or more metallic materials.

Steel means the ferrous metal food or beverage containers.

Glass includes all materials commonly known as glass bottles or containers. Excluded are blue glass, ceramics, pottery, and window/plate glass.

Plastic: Any plastic accepted by the Township and its hauler from time to time.

Paper includes cardboard, junk mail, newspapers, office paper, paperback books, and magazines.

Municipality or Township means Nether Providence Township, Delaware County.

Processing Center is a location which may be maintained by contractor for the purpose of sorting, preparing, and/or consolidating recyclable materials (as defined herein) for sale.

Recyclable Materials are to be Glass Containers; Steel, Aluminum and Bimetallic cans; Paper; and Plastic.

Recycling Collection Services are those services to be performed by another party contracted by the Township relating to the collection of recyclable materials from approximately 4,144 homes/locations specifically designated herein

Processing and Disposition of Recyclables means the acceptance by a contractor which owns or operates a processing center of the recyclable materials delivered thereto by the Township or its agent and the processing, separating, shipping and other acts necessary for such Township recyclable materials to be recycled.

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

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**

The Township or its agent will collect recyclable materials curbside from approximately 4,144 residential properties currently participating in the Township's recycling program. Since 2020, the Township, on average, has generated 86 tons of recyclable materials per month. No assurances as to tonnage totals delivered will be provided; actual participation in recycling by Township residents may increase or decrease from historic levels, so Bidders should consider the fact that tonnage may vary up or down when preparing a bid.

3. **FAILURE TO PERFORM/PENALTY**

A. Failure on the part of the Contractor to provide processing 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 following a violation of the Contract by Contractor, 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.B with respect to any default by the Contractor.

The Township Manager or their designee shall notify the 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 to submit weight slips/monthly reports within seven (7) days following the end of each calendar month – up to \$500 for each report not made;
2. Sending recyclables to transfer station, incinerator, or landfill – up to \$1000 per occurrence

B. In the event the Contractor defaults in the performance of any of the conditions or terms of this Contract, 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
4. The right to recover the Township's damages including, without limitation, any costs for providing the services which Contractor was required to provide hereunder.

4. **REPORTS/BILLS**

Billing shall be done on a monthly basis. Payment will be made by the 20th of each month to the contractor. Any necessary reports shall be submitted to the Township for payment within seven (7) working days following the close of each month and shall be accompanied by weight slips for the preceding month. Any commodity value credits given to the Township will need documentation. 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 recyclables shall be submitted for each collection at the same time that weight slips are submitted.

5. **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 3 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.

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 PROCESSING AND DISPOSITION OF RECYCLABLES

The Contractor shall accept deliveries of recyclable materials at a processing plant owned or operated by Contractor, and be responsible for the weighing, separating, and processing of such recycling materials for recycling. Recycling is mandatory for all noncontaminated Recyclable Materials collected. **No incineration or landfill of recyclables shall be permitted.** The Contractor shall provide documentation to the Township verifying the quantity of recyclables collected in the Township and marketed 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. All proceeds and costs associated with the sale or delivery of recyclables at the processing plant shall be the property and/or the responsibility of the Contractor, and no proceeds or costs shall be the property or the responsibility of the Township. No collected recyclables may be mixed with or disposed with trash or refuse, except for normal processing residues.

Contractor shall be responsible for collection of certified weight slips and delivery to the Township within seven (7) days after the end of the month.

G. 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 11th day of September, 2023**, for:

PROCESSING AND DISPOSITION OF RECYCLABLES

Recycling proposals are to be based on the “Single Stream” collection method and collection is to be done in accordance with regulation of Delaware County as well as with other applicable Federal, State and Local regulations.

Please enter one bid price per contract year for the following: accepting, processing and disposition of recyclable materials based on the co-mingled (**single stream**) collection method (see list of materials below).

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:

The following Recyclables are to be collected: Aluminum Cans, Glass (Clear, Green and Brown), Plastics, Steel/Bi-Metallic Cans, and Paper (including Newsprint, Corrugated Cardboard and Office Paper).

PLEASE ATTACH ALL PROPOSED COLLECTION SCHEDULES TO THIS FORM OF PROPOSAL

BID FORM A:

<i>All bids should be provided on a per-ton basis.</i>	BASE BID (2 Years)		OPTIONAL 1 YEAR EXTENSIONS	
	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
Price per Ton of Recyclable Materials:				

BID FORM B:

<i>All bids should be provided on a per-ton basis.</i>	BASE BID (1 Year)	OPTIONAL 1 YEAR EXTENSIONS	
	YEAR ONE	YEAR TWO	YEAR THREE
Price per Ton of Recyclable Materials:			

DEVIATIONS FROM BID

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

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

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. EXPERIENCE QUESTIONNAIRE

B. NON-COLLUSION AFFIDAVIT

EXHIBIT A

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 processing and disposition of recyclables? If any related organizations identified in Question 2 have also provided such service, list their experience as well.

4. Will any person or entity other than Bidder or Bidder's employees be providing labor or materials under the Contract?

5. 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.

6. List any municipalities within the Philadelphia regional area that you are not currently providing processing and disposition services for, but which you serviced under a similar municipal Contract at any time during the previous three (3) calendar years.

7. Has the Bidder or any other related business entity listed in Question 2 failed at any time to complete a municipal processing and disposition Contract? If so, indicate which municipality and the circumstances that led to the failure to complete the Contract.

8. Has the Bidder or any other related business entity listed in Question 2 ever withdrawn a bid for a municipal processing and disposition Contract or failed to enter into a Contract after being accepted as the low Bidder, and if so, where and under what circumstances?

9. 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.

10. If any answers to the above items in Question 10 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.

11. 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.

12. 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.

13. 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 B

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 _____, 2023

_____(Notary Public)

My Commission Expires: _____

SEAL

Signature

Name

Company Position