



BID NOTICE

Sealed bids for the acceptance, processing and marketing of approximately 1600 tons of single-stream recyclable materials collected by West Bradford Township for a one-year contract, with a possible one-year contract extension, said contract to commence on January 1, 2019, shall be received by the Board of Supervisors, West Bradford Township, 1385 Campus Drive, Downingtown, PA 19335 until Wednesday, October 3, 2018 at 12:00 p.m. (noon). Bids will be opened and read aloud by Township representatives at 1:00 p.m. on October 3, 2018.

Announcement of the bid results and potential decision on the bid award will occur at the Board of Supervisors' public meeting held on Tuesday, October 9, 2018.

Bid specification packets are available at the Township Office during normal business hours or online at www.westbradford.org. West Bradford reserves the right to reject any and all bids or parts thereof, or to waive any informalities or irregularities which may be in the Township's best interests.

WEST BRADFORD TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

Instructions to Bidders and Specifications for the Acceptance, Processing and Marketing of Recyclable Materials for West Bradford Township, Chester County, Pennsylvania

1. **Scope of Work:** The work to be performed shall consist of accepting, processing and marketing certain Recyclable Materials in accordance with the provisions of Act 101, the Pennsylvania Municipal Water Planning, Recycling, and Waste Reduction Act of 1988 and the West Bradford Township Recycling Ordinance, # 08-04, as amended by #08-05, for the purpose of recycling.
2. **Recyclable Materials Accepted:** Recyclable Materials shall include:
 - a. Aluminum food and beverage containers
 - b. Glass food and beverage containers – brown, clear, blue or green
 - c. Ferrous (steel) cans – food beverage, aerosol and paint cans
 - d. Hard plastics with symbols #1 through #7 (No Styrofoam)
 - e. Corrugated cardboard – any size
 - f. Newsprint, magazines and catalogs
 - g. Cereal/food boxes
 - h. Telephone books
 - i. Printed paper
 - j. Copier paper
 - k. Junk mail/envelopes
 - l. All other office paper without wax liners
3. **Unacceptable Materials:** Recyclable Materials shall **not** include:
 - a. Microwave trays
 - b. Mirrors
 - c. Window or auto glass
 - d. Light bubs
 - e. Ceramics
 - f. Porcelain
 - g. Plastics without number symbols
 - h. Plastic bags
 - i. Coat hangers
 - j. Glass cookware/bakeware
 - k. Household items such as cooking pots, toasters, etc.
 - l. Shredded paper
 - m. Hardcover books
 - n. Styrofoam
 - o. Recyclable Materials may contain up to 5% unacceptable materials, provided that the Recyclable Materials do not:

- i. Materially impair the strength or the durability of the Contractor's structures or equipment; or
 - ii. Create flammable or explosive conditions in the Contractor's facilities; or
 - iii. Contain dry cell batteries or lead acid batteries; or
 - iv. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of the Contractor's property, its personnel or the public; or
 - v. Contain excluded materials defined as any waste, tires, radioactive volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by characterized or listed under applicable federal, state, or local laws or regulations or other waste not approved in writing by the Contractor.
- 4. **Delivery of Collected Recyclable Materials:** West Bradford Township will be responsible for collecting the Recyclable Materials throughout the Township and will deliver the collected Recyclable Materials to the designated Bidder's Processing Facility. Award of the contract will require the successful bidder to accept the Recyclable Materials collected, hauled and delivered by West Bradford Township on a daily basis (Monday through Friday). The incoming commingled material shall be visually inspected, weighed by the designated processing facility operator, and off-loaded by the Township at the designated discharge areas.
- 5. **Quantity:** The Township estimates that the Recyclable Materials will be approximately 1,600 tons annually.
- 6. **Title of the Collected Recyclable Materials:** Once delivered to the Bidder's Processing Facility, the Bidder will own the commingled Recyclable Materials and be responsible for the proper disposition thereof.
- 7. **Bidder's Processing Facility:** The Bidder's Processing Facility shall be located within twenty-five (25) miles of the West Bradford Township Office and must be capable of accepting the Recyclable Materials from 6:30 a.m. to 4:00 p.m. each weekday (Monday through Friday), excluding major holidays as indicated by the Contractor. The Contractor has the total responsibility for recyclables processing and marketing and shall bear any and all costs incurred therewith regardless of cause.
- 8. **Rejection of Recyclable Materials:** Contractor may reject in whole or in part any loads of Recyclable Materials that do not meet these specifications.
- 9. **Disposal of Recyclable Materials:** The Contractor shall be prohibited from disposal of the Township's collected recyclable materials or processed recyclable materials at a landfill or other waste disposal facility. Violation of this contract provision will be cause for termination.
- 10. **Reporting of weight:** The Contractor shall furnish to the Township, on a monthly basis, records of the weights of the Recyclable Materials delivered to the

processing facility. Scale tickets that verify these monthly reports must accompany the monthly weight report.

11. **Disposition of Recyclable Materials:** The successful bidder shall be required to comply with all applicable laws and statutes of the Commonwealth of Pennsylvania, the County of Chester, and the federal government and/or their agencies with respect to the disposal of all material collected. The rules and regulations pertaining to the disposal of Recyclable Materials issued by West Bradford Township, County, State or Federal agencies shall be considered to be an integral part of these regulations and shall be binding on the Contractor.

12. **Bidder Qualifications:**

- a. **Experience:** The bidder must have previous experience in the acceptance, processing and marketing of Recyclable Materials and shall submit references for such services including name, position, address and telephone. If the Contractor does not have a minimum of three (3) years' experience in recycled materials management, the Contractor shall provide a statement detailing why it is qualified to satisfactorily perform the part of the work in which it does not have the minimum of three years' experience.
 - b. **Licensed in PA:** The Contractor shall provide evidence that the Contractor is licensed or permitted to do business in the Commonwealth of Pennsylvania, or a sworn statement that it will take all necessary actions to become so licensed or permitted if its bid is accepted.
 - c. **Financial:** The bidder must be a financially secure company or corporation. Bidders shall submit the following financial information with their bid, which will not become a public document: annual reports or audited financial reports (or income statements and balance sheets) for the past three (3) years; identification of any legal actions or proceedings pending or occurring within the past three (3) years and/or any contingent liabilities.
 - d. **Non-Collusion Affidavit:** The bidder shall submit a Non-Collusion Affidavit in the form required by the Township.
13. **Term:** The Contract term shall be for a one-year period beginning on January 1, 2019 plus a one (1) year option. The Contractor will be notified of the Township's intent to extend the Contract into the optional year on or before September 30, 2019. If notice to extend the Contract is not sent by the Township, the contract shall expire on December 31, 2019.
14. **Workman's Compensation Insurance:** Contractor, during the term of the contract, shall carry workman's compensation insurance, insuring and covering any and all persons employed by it in the performance of this contract and, before starting work on this contract, shall file a certificate from the insurance company certifying the issuance of such company's insurance policy and the payment of the premium thereof with the Municipality.
15. **Liability Insurance:** Contractor shall maintain, during the term of this contract at his/her sole expense, the following minimum liability insurance coverage:

- a. **General public liability insurance:** (nonautomotive) for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence, but with aggregate limit of \$2,000,000.00; and
 - b. **Automotive liability insurance:** for bodily injury and property damage in the amount of \$1,000,000.00.
 - c. **Additional named insured and certificate holder:** The aforesaid policies of insurance shall name the Township as an additional insured, be issued by an insurance carrier licensed and authorized to do business within the Commonwealth of Pennsylvania, and shall name the Township as the certificate holder. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.
16. **Bid Security:** Bidders shall include Bid Security in the amount of 10% of the total bid price for the three-year base period of the contract. No bid will be considered unless accompanied by bid security, and shall be rejected. Bid Security shall be in the form of a bank cashier's check payable to West Bradford Township and drawn upon a United States bank or continental United States branch of a foreign bank acceptable to the Township; a surety bond, in form and substance satisfactory to the Township and issued by a surety company listed in the most recent United States Treasury Department circular 570, with its underwriting limitations therein stated at least equal to \$20,000,000.00, and which is acceptable to the Township, through its licensed Pennsylvania resident agent, accompanied by a power of attorney of the surety company, dated the date of the surety bond and otherwise in form and substances acceptable to the Township. All such checks or surety bonds except that of the successful bidder will be returned to the person making the same within one (1) week after the decision as to who shall receive the contract.
17. **Performance Bond:** The successful bidder will be required to obtain and post a performance bond or other surety, to be in force for the length of the contract, in the amount of one hundred (100%) percent of the contract award. Upon its receipt of the performance bond, the Township will return the bid bond or certified check.
18. **Equal Employment:** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color religion, sex, age or national origin. Contractors will take steps to insure employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following: employment, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
19. **Assignment:** It is understood and agreed by the Bidder that, during the performance of its duties under this Contract, it will not assign its contractual rights or its duties and obligation arising hereunder to any third person without prior

written approval by the Township being had and obtained, which approval the Township shall be under no obligation to give, it being at all times understood that the Contractor is not acting as agent for a subsidiary of any other entity.

20. **Schedule of Payments:** The Township shall pay the Contractor for such acceptance, processing and marketing of the Recyclable Materials in accordance with the specifications on a monthly basis. The Contractor shall bill the Township for services rendered before the 5th of each month for the previous month's quantities. The Township shall pay the Contractor after the first regularly scheduled business meeting of the West Bradford Township Board of Supervisors following the submission of the bill. The unit price per ton may be adjusted effective July 1, 2019 if the Base Market Index for material accepted increases or decreases in value more than 10% of the bid amount. The Contractor retains all revenues from the sale on the recyclables.
21. **Contract Procedures:** The Township will either select a Contractor or reject all bids within sixty (60) days of the bid opening. Bid sureties will be returned to the bidders within thirty (30) days of the date of execution of a contract with the successful bidder. Once a Contractor is selected, the Township will prepare a contract and forward it to the Contractor. The successful Contractor has fourteen (14) days to sign all contract copies and return them to the Township along with the appropriate performance bond and required insurance certificates. A copy of the fully executed contract will be provided to the Contractor.

FORMS

1. Bid Form including Contractor's Certification
2. Bid Bond
3. Non-Collusion Affidavit
4. Performance Bond

BID FORM

“Recycling Processing and Marketing Services”

I hereby certify that the services performed for the Township of West Bradford will meet the minimum specifications. Any exceptions to the procedure must accompany the bid.

The bid must be accompanied by a bid bond or certified check in the amount of 10% of the bid. Awarded contractor will provide the Municipality with a performance bond for the estimated annual tonnage at 100% of contract amount, conditioned on the faithful performance of the contract.

1. Cost to accept approximately 1,600 tons annually of single stream recyclable materials as described in bid specifications

Unit Price per ton \$ _____ x 1,600 tons Total Bid \$ _____

* (to be paid to the contractor)

All bids will be considered to be valid for a period of sixty (60) days from opening date. The Township reserves the right to waive any irregularity in the bids received. The Township reserves the right to reject any and all bids as may be permitted by law, and as is deemed in the best interest of the Township.

Signature: _____

Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____ Fax: _____

Date: _____

BID BOND
TOWNSHIP OF WEST BRADFORD

KNOW ALL MEN By These Presents, that We, _____
(hereinafter called the ("Principal") as Principal, and _____
_____ a _____
corporation authorized to transact business in Pennsylvania, and having its principal office at _____
(hereinafter
called the "Surety") as Surety, are held and firmly bound unto West Bradford Township
(hereinafter called the "Obligee") as Obligee, in the sum of _____
Dollars (\$_____), lawful money of the United States of America; for payment which we bind
ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly
and severally, by these presents, on this ____day of _____, 20__.

WITNESSETH That:

WHEREAS, said Principal is herewith submitting to the Obligee a proposal to perform the
_____ contracted work for the Obligee's
proposed _____ pursuant to plans, specifications and
other Contract Documents incorporated into said proposal by reference; and it is a condition of
the Obligee's receipt and consideration of said proposal that the proposal be accompanied by bid
security to be held by the obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall furnish a Performance
Bond to the Obligee within twenty (20) days after notice to the Principal of the Obligee's intention
to accept his proposal and to make a formal award of the contract to him, and shall enter into
such contract and shall furnish insurance certificates in all respects as required by said Contract
Documents within twenty (20) days after notice to him of such formal award, then this obligation
shall be void; but otherwise it shall remain in full force, and the Principal and Surety will pay the
Obligee the difference between the amount of the Principal's accepted bid(s) and any higher

amount for which the Obligee may contract for the required, work, plus and advertising, Engineer's expense, legal and other expense incurred by the Obligee by reason of the default: (provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this bond together with interest).

IN WITNESS WHEREOF the Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

Individual Principal

_____	_____ (SEAL)
Witness	Signature of Individual

	Trading & Doing Business As

Partnership Principal

Witness:	_____
	Name of Partnership
_____	By: _____ (SEAL)
	Partner
_____	By: _____ (SEAL)
	Partner

Corporation Principal

Attest:

Name of Corporation

Title

By: _____
Title

(SEAL)

Corporation Surety

Witness or Attest:

Name of Corporation

**

By: _____

Title/Attorney-in-Fact

(CORPORATE SEAL)

*****Attach an appropriate power of attorney, dated the same date as the bond, evidencing the authority of Attorney-in-Fact to act in behalf of the Corporation.***

PERFORMANCE BOND

(WITH CORPORATE SURETY)

Performance Bond # _____

KNOW ALL MEN BY THESE PRESENTS, That we: _____

(Name & Address of Contractor)

as Principal and _____
(Surety Company Name)

a corporation incorporated under the laws of the State of _____
(Name of State)

as Surety, are held and firmly bound unto:

in the full and just sum of \$_____dollars lawful money of the United States of America, to be paid proportionately to the above Municipality of their assign, to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounded Principal, as contractors, shall in all respects comply with and faithfully perform the terms and conditions referred to and made a part thereof, and such alterations as may be made in said specifications as therein provided, and shall well and truly, and in a manner satisfactory to the Municipality, fulfill all obligations as therein set forth, then this obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval of the Municipality of the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety has duly executed this bond under the

Seal, on _____.
(Date of Bond)

SEAL

ATTEST BY: _____
(Contractor) (Title)

WITNESS: _____
(Title)

SEAL

ATTEST BY: _____
(Surety Company) (Title)

WITNESS: _____
(Title)

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to a Pennsylvania Antibid-Rigging Act, 73 P.S. Section 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid No.-----

State of _____:

County of _____:

I state that I am _____ of _____
(Title) (Name of Firm/Company)

moreover, 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 the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(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 are not currently under investigation by any governmental agency and have not in the last four 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 bidding on any public contract, except as follows:

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 in awarding the contract(s) for which this bid 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.

(Name of Authorized Representative)

(Signature of Authorized Representative)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DAY
OF _____, 20____.

(Notary Public)

My Commission Expires_____