

Maintenance Office
833 S. Lewis Rd., Bldg. 1
Royersford, PA 19468
Phone: 610-705-6091 Fax 610-705-6239

NOTICE TO PROSPECTIVE BIDDERS

BID: Trash Disposal and Recycling Services

Due Date: February 23, 2022

TIME: 1:00 PM EST

We direct your attention to the "General Instructions & Conditions for Bid."

Sealed bids for **TRASH DISPOSAL and RECYCLING SERVICES** will be received by the Spring-Ford Area School District on or before **Wednesday, February 23, 2022 at 1:00 PM.** Bids will be received at the **Spring-Ford Area School District, Maintenance Office, 833 S. Lewis Road, Bldg. 1, Royersford, PA 19468.** Proposals shall be publicly opened at 1:00 PM on the date noted above in the **Spring-Ford Area School District, Maintenance Office**, at the aforementioned address. Any questions regarding specifications of this bid should be directed to Robert Hunter, Director of Planning, Operations, and Facilities at 610-705-6091.

SPRING-FORD AREA SCHOOL DISTRICT
Maintenance Office
Phone: 610-705-6091 Fax 610-705-6239

GENERAL INSTRUCTIONS AND CONDITIONS FOR BID

Bids are to be submitted to Robert Hunter, Director of Planning, Operations and Facilities, Spring-Ford Area School District, 833 S. Lewis Rd., Bldg. 1, Royersford, PA 19468, on the forms furnished to each bidder, in the manner, and at the time and place specified in the "NOTICE TO BIDDERS". All proposals are to be signed by the owners or authorized representative of the firm submitting the bid in a sealed envelope plainly marked as to the contents: **(BID: TRASH DISPOSAL & RECYCLING)**.
Bid due: Wednesday, February 23, 2022 at 1:00 PM.

PREPARATION OF BIDS

Unit and total costs, description, and other data bidders will enter on the forms provided by the school district.

RESERVATIONS

The School District expressly reserves the right to accept or reject any or all bids, and to waive informalities in bids received where such rejection or waiver is in the best interest of the School District.

WITHDRAWAL OF BIDS

Bidders may withdraw their proposal after it has been received by the Spring-Ford Area School District provided the bidder makes his request in writing prior to the time fixed for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened. No bid may be withdrawn for a period of ninety (90) days from the date of opening.

BILLING

Invoices must be billed monthly identifying each school separated by location with a total monthly fee and billing invoice to be sent to Spring-Ford Area School District, 857 S. Lewis Rd., Royersford, PA 19468.

TAX EXEMPT

Payments shall be made for the price bid, which shall be net of any taxes from which the School District is exempt, after full performance by the bidder.

ADDITIONAL FEES

Bid price ***must include all fees*** that are currently in effect as mandated by Federal, State and Local Government and/or agencies.

Any increases due to mandates imposed by State, Local, or Federal Agencies that occur after the bid opening, must be communicated to the Owner, in writing prior to billing, along with proof of such mandate.

No fuel charge or environmental fees may be added unless approved by the Local, or Federal Agencies.

BID SECURITY AND BONDS

A **Bid Bond** or **Certified Check** payable to the Spring-Ford Area School District in the amount of **10% of the total first year amount of the bid** must be submitted with bid proposal. The successful bidder must submit a **Performance Bond** in the full amount of the award (one year total bid price) within 10 days of written notification of award. Certified checks of successful bidders shall be returned upon receipt of Performance Bond. Certified checks of unsuccessful bidders shall be returned within ten (10) days of award.

INSURANCE

Successful bidder shall provide evidence that it maintains the following insurance coverage with an insurer licensed to conduct insurance business in the Commonwealth of Pennsylvania:

1. Worker's Compensation – Statutory limits as required by the State of Pennsylvania
2. Comprehensive General Liability – including Products/Completed Operations and Contractual Liability for the services and products provided. The limit of Liability is to be not less than \$2,000,000 for bodily injury including Personal Injury and for Property Damage.
3. Automobile Liability – including Bodily Injury and Property Damage. The Limit of Liability is to be not less than \$2,000,000.

The Spring-Ford Area School District is to be named as additional insured.

A copy of the insurance coverage, as noted above, must be received by the Maintenance Office, Attn: Bruce Cooper, before any work can commence.

DISPOSAL / RECYCLING LOCATIONS

Locations within the school district are as follows:

Spring-Ford Area High School (39-38)
350 South Lewis Rd.
Royersford, PA 19468

Spring-Ford 9th Grade Center (39-37)
400 South Lewis Road
Royersford, PA 19468

Spring-Ford 8th Grade Center (29-27)
700 Washington Street
Royersford, PA 19468

Spring-Ford Inter/Flex School (29-26)
833 S. Lewis Road, Bldg. # 2
Royersford, PA 19468
(Recycling Only)

Limerick Elementary School (19-02)
81 Limerick Center Rd.
Royersford, PA 19468

Brooke Elementary School (19-03)
339 N. Lewis Rd.
Royersford, PA 19468

Oaks Elementary School (19-04)
Oaks School Drive
Oaks, PA 19456

Royersford Elementary School (19-05)
450 Spring Street
Royersford, PA 19468

Spring City Elementary School (19-06)
190 Wall St.
Spring City, PA 19475

Upper Providence Elem. School (19-07)
833 S. Lewis Rd., Bldg. 3
Royersford, PA 19468

Evans Elementary School (19-01)
125 Sunset Rd.
Limerick, PA 19468

Spring-Ford Maintenance Compound
833 S. Lewis Rd. , Bldg 1
Royersford, PA 19468
(30 yd. ROLL-OFF DUMPSTER ONLY)

SPRING-FORD AREA SCHOOL DISTRICT

TRASH DISPOSAL and REPORTING SPECIFICATIONS

Services shall be furnished July 1, 2022, through June 30, 2023. **Owner will consider a one (1), two (2), or three (3) year contract based upon unit prices submitted with Contractor's proposal should the Contractor be prepared to furnish and provide services for one (1), two(2), or three (3) years.**

Contractor, if approved for Trash Disposal and Recycling Services for the School District, shall provide containers and disposal services with pick-ups as noted on Attached Sheet. All applicable Federal, State, County, and Local Acts, Codes and Regulations shall apply for trash disposal and recycling service. Contractor shall comply accordingly.

The Contractor shall dispose of all materials collected pursuant to these specifications at a disposal site duly and currently approved and licensed by EPA and or DEP as applicable. The Contractor shall comply with all laws and regulations and requirements of the disposal site and local municipality as they may apply for the term of this contract. **The name, permit number and evidence of current licensure and approval of the disposal site shall be provided with Contractors Bid Proposal.**

Contractor shall provide trash containers and recycle containers that are in good condition at EACH location in the School District as specified on the attached sheet. Recycle material will be comingled of cardboard, paper, glass, plastic, and aluminum. All containers must have locking lid and plugged drains. All 8 yd. containers must have side door. **Dock side** trash containers must be provided at the Spring-Ford **High School, Brooke Elem. School, and Oaks Elem. School.**

Bid proposals shall be submitted on or before 1:00 PM Wednesday, February 23, 2022, in accordance with bidder's instructions. Mail sealed bid to: Spring-Ford Area School District, Maintenance Office, 833 S. Lewis Rd., Bldg. 1, Royersford, PA 19468. Plainly marked on outside of envelope: "BID: - Trash Disposal & Recycling".

Any questions/clarification concerning the intent and/or extent of services, disposal, or reporting shall be made or requested in writing to Robert Hunter, Director of Planning, Operations, and Facilities at (610) 705-6091, fax (610) 705-6239, prior to submitting bid proposal. Any changes/addendums to these documents will be answered by email to all bidders.

The district reserves the right to separate the three proposal bids to separate contractors if it will be beneficial to the school district. The two proposals are regular trash and recycling bid and the 30 yard open topped roll-off bid. A contractor may bid on one or both bids. If you are not bidding one of the bids you must place N/B for no bid.

Instructions for Non-Collusion Affidavit

1. This non-collusion affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid Rigging Act, 73 P.S. §§ 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 the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and a 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 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

State of _____ : Contract/Bid No. _____
:s.s.

County of _____ :

I state that I am _____ of _____
(Title) (Name of my 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 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 non-competitive 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 non-competitive bid.

(5) _____ its affiliates,
(Name of my firm)

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 _____ understands and
(Name of firm)

acknowledges that the above representations are material and important, and will be relied on by _____.

(Name of public entity)

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 _____ of the true facts

(Name of public entity)

relating to the submission of bids for this contract.

(Name and Company Position)

Sworn to and Subscribed Before
Me this _____ day of _____, 20__

Notary Public

My Commission Expires _____

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____ (hereinafter called the "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 the Spring-Ford Area School District (hereinafter called the "Obligee"), as Obligee, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for payment of 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 _____, _____.

WHEREAS, said Principal is herewith submitting to the Obligee a bid to perform work for the Obligee's _____ Project in _____ Township, _____ County, Pennsylvania, pursuant to plans, specifications, and other Contract Documents incorporated into said bid by reference; and it is a condition of the Obligee's receipt and consideration of said bid that such shall 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, in the event of acceptance of his bid by Obligee and within the period specified therefore in the bidding requirements, enter into a written agreement with the Obligee, in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, in the form specified by the Owner, and furnish required certificates of insurance, in all respects as required by the bidding requirements, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such contract, give such bonds, and furnish such certificates within the time specified, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, architectural, legal and other costs 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 Bid Security 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 and doing business as:

(Partnership Principal) _____
Witness: (Name of Partnership)

_____ By: _____ (SEAL)
_____ By: _____ (SEAL)

(Corporation Principal) _____
Attest: _____ (Asst.) Secretary
By: _____ (Vice) President
(Name of Corporation)

(CORPORATE SEAL)

OR (if applicable)

Attest: _____

*By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(CORPORATE SURETY)

Witness or Attest:

Name of Corporation

**By: _____
Title

(CORPORATE SEAL)

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

SPRING-FORD AREA SCHOOL DISTRICT

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Name of Firm: _____

Address: _____

City/State/Zip Code _____

Phone # _____ **Fax** _____

Contact Person _____

Signature of Company Official: _____

Title: _____

Year One for the following:
Bid #1 – Trash & Recycling
July 1, 2022 - June 30, 2023 _____

Bid #2 – Open Topped Roll-Off
July 1, 2022 – June 30, 2023 _____

Grand Total _____

Return the following with your bid:

1. _____ **Bid Security (Bid Bond or Certified Check)**
2. _____ **Non Collusion Affidavit**
3. _____ **Bid Form Page**
4. _____ **Addendum #1**
5. _____ **Addendum #2**

Return this sheet along with your Bid and all other required documentation to:

**Spring-Ford School District
Maintenance Office – Bldg. 1
833 S. Lewis Road
Royersford, PA 19468**

Bid due date: Wednesday, February 23, 2022 1:00 PM