

INVITATION TO BID

Sealed bids will be received until 1:00 P.M., January 15, 2024, in the office of the Penn Township Municipal Building, 20 Wayne Avenue, Hanover, PA 17331, for REFUSE BAGS.

Specifications may be obtained from the Penn Township Municipal Building, 20 Wayne Avenue, Hanover, PA 17331. The Township reserves the right to reject any or all bids. All bid envelopes must be properly marked "REFUSE BAG BID".

Security in an amount not less than ten (10%) percent of bid price is required in the form of a certified check, cashier's check or bid bond, drawn to the order of the Township of Penn. Where the bidder does not comply with the bid proposal or the contract, the proceeds of the certified check, cashier's check or bid bond shall be forfeited to the Township of Penn as liquidated damage for failure to comply.

Any questions concerning this bid may be directed to Gene Lank at 717-637-1561.

Donna M. Sweeney
Township Secretary

Notice to Bidders

Bags will be inspected at the time of delivery.

Random cases will be evaluated for compliance to the bid specifications.

They will be weighed and opened.

Bags per case will be counted.

Bags will be inspected for size, color, and thickness.

Twist ties will be inspected per bid specifications.

Materials shipped that do not meet the specifications, shall be refused delivery and subject the entire shipment to be rejected at no cost to the Township.

Refuse Bag Specifications

Material:	Low density polyethylene, plastic bag. A sample of the bag being proposed must accompany the bid.
Bag dimensions:	23" x 13-1/2" x 44" - 40 Gallon (Twenty-three inches x Thirteen and a half inches x Forty-four inches - Forty gallon). For reference, a sample of the current Penn Township bag and twist tie are included with the invitation to bid.
Minimum thickness:	minimum 2 mil full gauge.
Minimum weight:	2 mil bag, minimum weight of twenty-one point four one (21.41) pounds per one hundred (100) bags.
Twist Tie:	Plastic laminated single wire tie, 10" long by 5/32" wide with wire centered. Single wire 27-gauge soft annealed carbon steel, Polyethylene plastic. T&T Industries Mfg. Item # 35-706-10-1000 or approved equal.
Color:	"Black" manufactured with recycled resin. Sample color swatch must be included with the bid proposal. Color to be approved by the Township.
Quantity:	Four Hundred Fifty Thousand (450,000) bags.
Imprint:	Each bag shall be imprinted in white with the Penn Township logo, phone number, weight limit and web site address. Refer to the enclosed sample bag for the current Penn Township bag logo. Letter height shall be a minimum of one (1") inch.
Packaging:	Each bag shall be individual. Bags shall be in groups of 25 with 2 length wise folds and 1 center fold, one hundred (100) bags per carton. Each carton shall be a quality corrugated container with a protective cardboard sheet located on top of the bags prior to being sealed. Each case shall contain a minimum of 100 approved twist ties.
Shipping:	Freight on Board (FOB) to Hanover, Pennsylvania Bags shall be shipped on four-way pallets. Maximum combined height of pallet and cases shall not exceed 48 inches. Delivery dates and time shall be at the discretion of the Township, first full trailer load shall be delivered within 90 days from date of award. Other delivery arrangements can be arranged if agreed upon by the Township.

Bags will be inspected at time of delivery. Random cases will be weighed, opened and counted, and inspected for bag size, and color. Materials shipped that do not meet the specifications, subject the entire shipment to be rejected at no cost to the Township.

BID PROPOSAL

Bids to be opened at 1:00 PM on January 15, 2024
20 Wayne Ave., Hanover, PA. 17331

To the Honorable Members
Penn Township Board of Commissioners

Gentlemen:

I/We, having read the specifications, do hereby propose to furnish to Penn Township, York County, Pennsylvania, in accordance with the specifications, the following bid sum:

450,000 Refuse Bags, low-density polyethylene, bag size 23" x 13-1/2" x 44" 2.0 mils, black, manufactured using recycled resin.

Bid amount per 100 bags: - \$ _____

Bid amount expressed in words: - _____

A certified check, bid bond or cashiers check in an amount not less than ten (10%) percent of the bid price must be attached to each bid as security. The bid security shall become the absolute property of Penn Township in the event the successful bidder neglects or refuses to enter into a contract with the Township to effect delivery of service bid. Such bid security will be returned to all bidders following execution of the contract by the successful bidder.

It is further understood and agreed that this bid is for a price to hold firm for not less than seventy-five (75) calendar days.

Name of Bidder: _____

Address: _____

Phone number: _____

Signature: _____ Date: _____

INSTRUCTIONS TO BIDDERS
INSTRUCTIONS FOR SIGNING BIDS AND BID DOCUMENTS

If the bidder is an individual or sole proprietorship, sign the documents as follows:

The individual or owner should sign on the line indicated for the bidder, and print or type his or her name below the signature line. The signature should be witnessed by another adult individual, who should witness the signature by signing on the line provided for that purpose.

If the bidder is a partnership, the bid documents should be signed as follows:

The name of the bidding partnership should be printed above the signature line. A general partner, authorized to sign on behalf of the partnership, should place his or her signature on the signature line. That person's name should then be typed or printed below the signature line. The person's position (general partner) should be printed below that. This person's signature should be witnessed by an adult individual, by having the person sign on the witness line provided.

If the bidder is a corporation, please execute the bid documents in the following manner:

The full, legal name of the corporation (including "Inc." or "Corp.") should be typed or printed above the signature line. A president or vice-president having authority to sign on behalf of the corporation should sign the bid documents on the signature line. That person's name should then be typed or printed below the signature line, with that person's title or office. A person holding the position of corporate secretary or assistant secretary (as shown in the minutes of the corporation) should attest the signature by signing on the line provided, and by printing his or her name and title below that signature line. The secretary should then place the corporate seal over the president or vice-president's signature, not over the secretary or assistant secretary's signature.

WARNING: Failure to properly sign bid documents may result in the rejection of the bid. Penn Township is not permitted to consider bids which are not legally binding, and bid documents which are not properly signed may not be legally binding. If you have questions regarding the proper procedure to follow for signing the bid documents please consult your attorney.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. The Township of Penn is EXEMPT from all excise taxes. NO tax shall be included in the bid price. Successful bidders will be required to furnish tax exemption forms with their invoices.
2. No contract may be assigned, sublet or transferred without written consent of the Township of Penn.
3. The bidder hereby agrees to save harmless and fully indemnify the Township of Penn and all its officers or agents from all damages, costs, or expense that may at any time be imposed or claimed from infringement of any patent right of any persons, association, or corporation as result of the use by the Township of Penn or any of its officers, agents, or employees, of article(s) supplied under this contract and of which the bidder is not the patentee, assignee, or licensee.
4. Submit a unit price from which the total extension amounts shall be computed. In case of a discrepancy, the unit price will be considered as the price bid.
5. All blank spaces in the proposal shall be filled in clearly where indicated, either typed or written in ink. Altering and/or changing any part of this proposal will be sufficient reasons for rejection. Any deviation from the specification must be properly noted on the bid forms.
6. The prices in this bid are neither directly nor indirectly the result of any agreement with any other bidder.
7. The Township of Penn reserves the right to reject any and all bids, to waive technical defect, and to accept or reject any part of any bid, if in his judgment, the best interests of the Township of Penn are thereby served. If the low bidder's bid is rejected, or if the low bidder does not comply with its obligations to provide the products or services in accordance with the bid, the Township has the option of awarding the bid to the next lowest qualified bidder, or to re-bid the product or service. If cash discounts are offered by any bidder, the Township of Penn reserves the right to take advantage of such offer.
8. WITHDRAWAL OF BIDS --- Each and every bidder who submits his bid specifically waives any right to withdraw it prior to 75 days.
9. No award will be made to any bidder who, in the opinion of the Township of Penn, is in default on any bid proposal or purchase order or contract with the Commonwealth or political subdivision prior to the date of the bid proposal under consideration.
10. Delivery must be made in accordance with the specifications.
11. Unless otherwise specified, the material listed in the specifications must be delivered FOB the point shown on the specifications. Delivery must be made on or before the date specified in the specifications.

12. Inspection of materials will be made by a representative of the Township of Penn. Any article that is defective or fails in any way to meet the terms of the contract or purchase order will be rejected. The decision of the Board of Commissioners of Penn Township shall be final and the rejected material will be replaced by and at the expense of the bidder.
13. The Township of Penn will reject all bids not meeting specifications. If a bidder furnishes articles not meeting specifications and does not replace such articles, or if there is a failure to deliver any purchases within the specified time, the Township may purchase the same in the open market, deduct the expense, including any excess in price over that called for in the contract from the amount due the bidder from the Township. If the amount due the bidder is not sufficient to meet such expenses in excess price paid for, the Township may proceed against the bidder or his sureties under the bond or sureties, by proper action through the Township Solicitor.
14. Wherever in these proposal forms and specifications an article or material is defined by using a trade name and/or the name and catalog number of a manufacturer or vendor, and the term "or approved equal" if not inserted within, shall be applied. It is to be understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose or more clearly indicating the minimum standard of quality desired. The term "or approved equal" is defined as meaning any other made equal in material, workmanship, and service, and as efficient and economical in operation. An article meeting those conditions may be accepted.
15. All service, materials, equipment, and/or supplies must conform to the regulations of the Department of Labor and Industry or any other Department having established State standards, by the Commonwealth of Pennsylvania.
16. The successful bidder will be required to furnish a bond, with suitable reasonable requirements, guaranteeing performance of the contract or (delivery to be made) with sufficient surety in the amount of 100 percent of the amount of the contract for materials and/or services to be furnished. In additions, the successful bidder will be required to furnish a surety bond in the amount equal to the contract price should the bid project involve construction, erection, installation, completion, alteration, repair of or addition to any public work or improvement of any kind. Said surety bond is to guarantee prompt payment of all material furnished and labor supplied or performed in the prosecution of the work.
17. The Township of Penn reserves the right to increase or decrease the quantity of the above materials in accordance with the requirements of the Board of Commissioners of Penn Township.

A G R E E M E N T

THIS AGREEMENT, made this ____ day of _____, 20__ between

PENN TOWNSHIP, Party of the first party (hereinafter called "Penn Township"), and

_____, Party of the second party,
(hereinafter called the "Supplier"), witnesseth:

WHEREAS, having complied with all statutory requirements relating to contracts and purchases, Penn Township has accepted the Supplier's offer to furnish to Penn Township, in strict compliance with the "Bid Specifications", the following:

at and for a price to be computed and paid as follows

(Quantities are approximate. Penn Township to be billed on actual quantities, times unit price.)

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Supplier agrees to furnish and "Penn Township" agrees to pay for at the price stipulated in this agreement.
2. The price of the materials and/or services furnished "Penn Township" under the terms of this agreement shall be computed and paid as follows:
3. Supplier agrees that all materials and/or services furnished "Penn Township" under the terms of this agreement shall comply strictly with the "Bid Specifications", a copy of which is attached hereto.
4. Supplier agrees that, in fulfilling this agreement, he/it will not violate any laws and/or regulations, State, Federal or Local, and will save "Penn Township" harmless from any and all liability arising from or by reason of damage willfully or negligently caused by Supplier in carrying out this agreement.
5. Supplier acknowledges that bags will be inspected at time of delivery. Random cases will be weighed, opened and counted, and inspected for bag size and color. Materials shipped that do not meet the specification, subject the entire shipment to be rejected at no cost to the Township.

Attest: _____
(Secretary)

PENN TOWNSHIP

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____

as Principal; and _____

as Surety, are held and firmly bound unto Penn Township in

the sum of _____ (\$ _____)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and Sealed this _____ day of _____, 20____

The condition of this obligation is such, that whereas the Principal has submitted or is about to
submit to Penn Township a proposal for Contract entitled _____

Now, therefore, if the said contract be awarded to the Principal and the Principal shall, within
such time as may be specified, enter into a Contract in writing and give bond with surety
acceptable to Penn Township for the faithful performance of the contract, or complete the
contract, then this obligation shall be void, otherwise to remain in full force and effect.

Principal _____ (L.S.)

Surety

By Attorney (s) in Fact

PENN TOWNSHIP

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS That We, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under laws of the _____ of _____, as Oblige (the "Oblige"), as hereinafter set forth, in the full and just sum _____ Dollars (\$) (100% of contract amount), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severely, firmly by these presents.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Oblige a certain Proposal, dated _____, 20____ (The "Bid"), to deliver certain _____ equipment to the Oblige, in connection with _____, pursuant to specifications and other related documents constituting the Contract Documents, which are incorporated into the Agreement by reference (the "Contract Documents"), as prepared by _____; and

WHEREAS, The Oblige is a "Contracting Body" under provisions of Act No. 385 of General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967 (the "Act")' and

WHEREAS, The Act, in Section 3(a) requires that, before an award shall be made to the Principal by the Oblige in accordance with the Bid, the Principal shall furnish this Bond to the Oblige, with this Bond to become binding upon the award of a Contract to the Principal by the Oblige in accordance with the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Oblige; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Oblige, and if the Oblige shall make an award to the Principal in accordance with the Bid, then the Principal and the Oblige shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) the Principal well, truly, and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal; and if the Principal shall indemnify

completely and shall save harmless the Obligee and all of its officers, agents, and employees from any and all costs and damages which the Obligee and all of its Officers, Agents, and Employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents, and employees may incur by reason of any default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of two (2) years from the date of final completion by the Principal and acceptance by the Obligee of the work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void, otherwise, this Bond shall be and shall remain in force and effect.

This Bond is executed and delivered under and subject to the Act to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes, and/or additions to the Contract Documents, and/or any alterations, changes, and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes, and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment in full of all compensation contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder of for which liability has accrued but the time for payment has not arrived all in accordance with provisions of the Act of June 10, 1947, P.L. 493 of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, The Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20_____.

(INDIVIDUAL PRINCIPAL)

WITNESS:

(Signature of Individual) _____ (Seal)

Trading and Doing Business as: _____ (Seal)

(PARTNERSHIP PRINCIPAL)

WITNESS:

_____ Partner _____ (Seal)

_____ Partner _____ (Seal)

_____ Partner _____ (Seal)

(CORPORATION PRINCIPAL)

ATTEST:

(Name of Corporation)

(Assistant) Secretary

CORPORATE SEAL

(Vice) President

Or (If Appropriate)

(Name of Corporation)

WITNESS:

Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

(CORPORATION SURETY)

(Name of Corporation)

WITNESS:

Attorney-In-Fact

* 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 in behalf of the Corporation.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

SS: _____

County of _____

Before me personally appeared the undersigned _____
who, on oath, says that he/she has submitted to the _____
_____ a bid and offer to do the following work under contract as set
up in the plans and specifications attached hereto.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that, to the best of his knowledge and belief:
- (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in his bid have not been knowingly disclosed by the bidder, and will not be knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation, to submit or not to submit a bid for the purposes of restricting competition.

Contractor's Name
(If an Individual or Partnership)

Contractor's name
(If a Corporation)

By: _____
(President)

Attest: _____
(Secretary)

Date: _____
Subscribed and sworn to
before me on this _____ day
of _____, 20____

Corporate Seal

NOTARY PUBLIC (Seal)