

 **UPPER MORELAND-HATBORO JOINT SEWER AUTHORITY**

The following documents must be completed and in your Bid/Proposal package. Any items below not completely filled out will be cause for **disqualification**.

Experience Record Yes \_\_\_\_\_

Financial Statement Yes \_\_\_\_\_

Non Collusion Affidavit Yes \_\_\_\_\_

Any Supplemental Documents which

Bidder desires Owner to consider. Yes \_\_\_\_\_ No\_\_\_\_\_

Bid Form Yes \_\_\_\_\_

Bid Bond Yes \_\_\_\_\_

Hold Harmless Agreement Yes \_\_\_\_\_

 **EXPERIENCE RECORD**

Complete the following experience record and attach same to the PROPOSAL covering work performed during the past five (5) years.

Date Date Amount

Name of Project Started Finished of Contract

(we are) (I am) presently working on the following projects:

Have you ever defaulted on a project? Yes No

If yes, give name of Owner, name of Bonding Company, and circumstances:

CONTRACTOR

Date: By:

**NOTE:** This Experience Record must be submitted with the Proposal, and failure to submit will be considered justification for rejection of the Bidder's Proposal.

 **FINANCIAL STATEMENT OF BIDDER**

(Note: This affidavit must be executed and submitted with the bid. The data are for the information of the OWNER and will not be made public.)

State of :

 :SS

County of :

 , being duly sworn according to law, deposes and says that the following is a true statement of (his) (their) (its) financial condition at the end of the month preceding the date of (his) (their) (its) PROPOSAL to the OWNER, attached hereto:

CONTRACTOR

Date: By:

Sworn to and subscribed before me this day of 20

Notary Public

NOTE: This Financial Statement must be submitted with the Proposal, and failure to submit will be considered justification for or rejection of the Bidders proposal.

 **NON-COLLUSION AFFIDAVIT**

 **UPPER MORELAND-HATBORO**

 **JOINT SEWER AUTHORITY**

COMMONWEALTH OF PENNSYLVANIA:

 :SS

COUNTY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

 I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (Name) (Name of Contractor)

in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of full age being duly sworn according to law on my oath depose and say that:

 I am of the firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the Bidder making the Proposal for the above project, and that I executed the said proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Upper Moreland-Hatboro Joint Sewer Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project, the undersigned, on behalf of the Bidder, has not 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 within the last three years.

 A person's affidavit stating that the person has 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 within the last three years, does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment in the discretion of a governmental agency under the rules and regulation of that agency, or, in the case of a governmental agency with no administrative suspension or debarment regulations or procedures, may be a ground for consideration of the question whether such agency should decline to award a contract to that person on the basis of a lack of responsibility.

 I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

 (Name of Contractor)

(Signature and Title)

Attest:

(Print or Type Name and Title)

Sworn to and subscribed

before me this day

of , 20

Notary Public

My commission expires , 20

**HOLD HARMLESS AGREEMENT**

KNOW ALL PERSONS THESE PRESENTS, that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Contractor)

Hereinafter called the CONTRACTOR has entered into a contract with the UPPER MORELAND-HATBORO JOINT SEWER AUTHORITY hereinafter called the OWNER, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Contract number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Title of Contract)

NOW, THEREFORE, in consideration of the award of said CONTRACT to the CONTRACTOR, as well as other good and valuable consideration, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify and save harmless \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the Authority Engineer

(Owner)

from against all claims, damage, losses, and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or injury or destruction of personal property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by any act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by OWNER, TRUSTEE, or AUTHORITY ENGINEER.

The obligations of the CONTRACTOR to AUTHORITY REPRESENTATIVE under this paragraph, shall not extend to the liability of the AUTHORITY REPRESENTATIVE, his agent or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change of orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the AUTHORITY REPRESENTATIVE, his agents or employees provided that such giving or failure to give is the primary (active) cause of injury or damage. In any and all claims against OWNER, TRUSTEE, AUTHORITY ENGINEER, or AUTHORITY REPRESENTATIVE, or any of their agents or employees by any employee of the CONTRACTOR or any subcontractor or anyone directly or indirectly employed by any of them or any one for whose acts any one or more of them may be liable, the indemnification obligation of the CONTRACTOR hereunder shall not be limited in any way by any limits of the amount or types of damages, compensation or benefits acts or any other employee benefit act of the Commonwealth of Pennsylvania or any other state.

CONTRACTOR

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporate Seal

Attest :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SPECIFICATIONS FOR HAULING AND DISPOSAL**

**OF ANY COMBINATION OF THE FOLLOWING**

**FROM THE U.M.H.J.S.A. TREATMENT PLANT FOR THREE (3) YEARS:**

**1) GRIT**

**2) INCINERATOR ASH**

1) Estimated material to be removed per year;

 A) The estimated Grit to be removed per year is 25 Tons.

 B) The estimated Ash to be removed per year is 170 Tons.

2) The successful Bidder must dispose of all materials removed pursuant to this bid in a PADEP-permitted landfill in Pennsylvania.

3) Any and all fees shall be included in the bid price (turn key, out the gate per ton price).

4) All Bidders must visit the site to evaluate the storage and loading areas of material that is to be removed.

5) Any modifications necessary in order to facilitate the successful Bidder regarding the loading, unloading, and removal of the proper storage containers shall be done so at the successful Bidder’s expense.

6) The successful Bidder shall have all necessary permits to remove and haul all materials removed from the U.M.H.J.S.A. Treatment Plant.

7) All storage containers must be covered while on Authority Property, except while inside the ash collection room.

8) The successful Bidder shall have the ability to remove and replace storage containers Monday through Saturday with six (6) hours notice.

9) A minimum of one (1) empty storage container shall be on site at all times.

10) Ash shall be hauled in 30 cubic yard container.

11) All containers shall have ribs and a roll out tarp to keep the contents covered and dry.

12) All containers shall be returned from the landfill completely empty, outside cleaned and with structural integrity so ash does not leak from the container.

13) Two (2) exact copies of this bid package must accompany the bid package for use of the Authority Engineer and Solicitor.

14) Successful Bidder responsible for guide rails in ash bin room and storage area.

**BID TABULATION FORM**

 **FOR HAULING AND DISPOSAL OF ANY COMBINATION OF THE FOLLOWING FROM THE U.M.H.J.S.A. TREATMENT PLANT FOR THREE (3) YEARS:**

**1) GRIT.**

**2) INCINERATOR ASH.**

We/I submit the following prices for **"GRIT AND INCINERATOR ASH HAULING AND DISPOSAL"** from the UPPER MORELAND-HATBORO JOINT SEWER AUTHORITY TREATMENT PLANT, 2875 TERWOOD ROAD, WILLOW GROVE, PA 19090 For a period of three (3) Years in complete compliance with the written specifications of this bid document.

Estimated Total Cost

Yearly tons

Cost per Ton of Grit. $ x 25 = $

Cost per Ton of Incinerator Ash. $ x 170 = $

**The Grand Total will be basis for award - Grand Total $**

All bids must be signed by a principal officer of the company submitting this bid.

Signature Date

Title