

CONTRACT DOCUMENTS

BOROUGH OF MERCERSBURG

Franklin County  
Pennsylvania

EXCLUSIVE DESIGNATION FOR REFUSE AND RECYCLING HAULING FROM RESIDENTAL  
DWELLINGS WITHIN THE BOROUGH OF MERCERSBURG

Bid for items covered by these specifications must be received by the Borough Office, Mercersburg Borough Hall, 113 South Main Street, Mercersburg, Pennsylvania 17326 **no later than 12:00 noon on Wednesday, October 18, 2023**. Bids will be opened at 2:00 p.m. on Wednesday, October 18, 2023, and then reviewed by the Mercersburg Borough Staff and Borough Council. Bids will be discussed at a public Borough Council Meeting scheduled for **Monday, October 23, 2023**, in the Mercersburg Borough Hall Council Chambers at **7:00 p.m.**

Proposal Submitted By:

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Prepared By:

Borough of Mercersburg  
113 South Main Street  
Mercersburg, PA 17236  
Phone 717-328-3116  
Fax 717-328-3117

## INVITATION TO BID

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Sealed Proposals will be received by the Borough of Mercersburg, Franklin County, Pennsylvania, at 113 South Main Street, Mercersburg, Pennsylvania 17236, **until 12:00 noon October 18, 2023**, to be the exclusive refuse and recycling hauler for residential dwellings within the Borough of Mercersburg.

Proposals must be upon the forms furnished by the Borough and can be obtained at the Mercersburg Borough Office or online at [www.mercersburg.org](http://www.mercersburg.org). The Proposal must be in a sealed envelope and plainly marked, **"Proposal for Exclusive Designation for Refuse and Recycling Hauling from Residential Dwellings within the Borough of Mercersburg."**

Bids will be opened at **2:00 p.m. Wednesday, October 18, 2023**, and then reviewed by the Mercersburg Borough Staff and Borough Council. Bids will be discussed at a public Borough Council Meeting scheduled for **Monday, October 23, 2023**, in the Mercersburg Borough Hall Council Chambers at **7:00 p.m.**

**Possible awarding of the contract will be at the regularly scheduled Council meeting on Monday, October 23, 2023, at/or after 7:00 p.m.**

The Borough reserves the right to accept or reject any or all bids, to waive any informality in the bids and to accept any bid which it deems to be in the best interest of the Borough.

Melissa Price  
Borough Manager

## **PART 1 INFORMATION FOR BIDDERS**

### **1.01 INVITATION TO BID**

All bidders must receive bid documents from the Borough, either in person or by downloading from the Borough website at <https://mercensburg.org/news>, and must be recorded as having done so. **All prospective bidders who obtain the bid documents electronically must fax a "Receipt of Confirmation" form no later than 10:00 a.m. on October 18, 2023 to Melissa Price at (717) 328-3117.**

### **1.02 RECEIPT OF BIDS**

Proposed bids will be received during normal business hours, at the office of the Borough Manager, Mercersburg Borough Hall, 113 South Main Street, Mercersburg, Franklin County, Pennsylvania 17236 no later than **12:00 noon, prevailing time, on October 18, 2023. Documents will be opened at 2:00 p.m. of the same day, reviewed by Borough Staff, and distributed to the Mercersburg Borough Council for review.** The contract award or rejection of bids will be made within ninety (90) days after the bids are opened. **Possible awarding of the contract will be at the regularly scheduled Council meeting on Monday, October 23, 2023, at/or after 7:00 p.m.**

Any bid received after the time set for the opening bids will be returned unopened.

### **1.03 PREPERATION OF PROPOSALS**

Proposals must be furnished on the forms provided by the Borough in ink or typewritten and properly executed. **The bidder shall state in the Proposal Form a price per Quarter for the residential curbside trash pick, price for each additional bag pick up, and a reduced senior trash rate for both Option A and Option B in words and in figures.**

Where there is a discrepancy in any item between the price written in figures and that written in words, the written words will govern.

### **1.04 QUALIFICATIONS OF BIDDERS**

The Borough reserves the right to reject the Proposal of any Bidder not possessing satisfactory qualifications as deemed by the Borough.

### **1.05 CRITERIA FOR AWARD**

The contract shall be awarded to the lowest responsible and qualified bidder based on a total price calculation. Total price shall be used to determine the overall low bidder. **Price shall be computed by a price per quarter for the residential curbside trash pick-up plus the price per quarter for senior trash pick-up. In either Option A or Option B, whichever the Mercersburg Council chooses to use.**

### **1.06 ADDENDUM**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the contract documents or any part thereof, he/she may submit to the Borough a written request for an interpretation thereof. The person submitting the request will be responsible for its delivery. No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Any interpretation of the documents will be made in the form of an addendum to the Contract documents, duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of contract documents. The Borough will not be responsible for any other explanations or interpretations of the contract documents or any part thereof.

All bidders will acknowledge in the space provided for in the proposal the receipt of all Addenda.

#### **1.07 WITHDRAWAL OF BIDS**

A proposal, after having been submitted, may be withdrawn by the bidder prior to the time set for the opening of bids upon the presentation of a written request for such withdrawal to the Borough. No withdrawal of bids will be allowed after said time even though bids may not as yet been opened.

#### **1.08 RIGHT TO REJECT BIDS**

The Borough will determine who is the lowest responsible and qualified Bidder upon the basis of the bids submitted and reserves the right to reject any or all bids, and re-advertise if, in its judgment, the best interest of the Borough will thereby be promoted; and to waive technical defects, if in its judgment the interest of the Borough shall so require.

Furthermore, the Borough reserves the right to negotiate specific details and modifications and to waive any requirements herein with the lowest responsible bidder prior to entering into a contract.

No proposal will be considered from any person, firm, or corporation who has defaulted in the performances of any contract or agreements made with the Borough of Mercersburg or it has been conclusively shown to have failed to perform satisfactorily such contract or agreement.

Proposals which are deemed by the Borough to be incomplete, conditional, or obscure, or which contain additions, erasures, alterations, omissions, or irregularities of any kind may be rejected as nonconforming.

#### **1.09 SALES AND USE TAX ACTS**

Bidders will make their own independent analysis of Pennsylvania Sales and Use Taxes and applicability or non-applicability thereof to the materials, supplies, and services to be provided and performed under and as part of the contract work. All taxes are to be included in the unit prices bid and the Borough or its residents will not make any separate payment of taxes.

#### **1.10 REFERENCES**

All bidders are required to submit in writing with their bids, the names, addresses, and phone numbers of at least two municipal references familiar with the product or service being bid. Failure to submit references may result in rejection of the bid.



## PART 2 GENERAL SPECIFICATIONS

### 2.01 **GENERAL INTENT**

It is the intent of this specification to describe a contract for a private individual or firm to provide an exclusive curbside refuse collection service and exclusive commingled recycling collection service to residential buildings within the Borough limits **from January 1, 2024 to December 31, 2025**, with the option to extend by the Borough for one or two additional years, as described more fully in Section 2.03.

### 2.02 **DEFINITIONS**

For the purpose of this specification, the following terms shall have the meaning set forth below, unless the context clearly indicates otherwise:

**ALUMINUM** means the light in weight ductile and malleable metallic substance or element commonly known as aluminum and shall include all aluminum food and beverage cans. This description excludes aluminum foil, trays, plates, and miscellaneous aluminum products.

**APARTMENT BUILDINGS** is a building used for residential purposes with more than two (2) dwelling units, except hotels, motels, tourist cabins, Bed and Breakfasts, and dormitories.

**COMMINGLED** refers to placement of recyclable materials as defined herein, except newspaper, mixed paper, flat cardboard and corrugated cardboard in a recycling container for the purpose of collection without there having been segregated by color or type.

**CONTRACT DOCUMENTS** include the Invitation for Bidders, Information for Bidders General Specifications, Detailed Specifications, Proposal Form, Bid Bond, the Contract Performance Bond, Receipt of Confirmation of Bidding and Contract Documents (if downloaded electronically), any addenda issued by the Borough, and any changes to the foregoing documents agreed to by the Borough and the contractor.

**CONTRACTOR** is the person, corporation, or partnership performing recycling and refuse collection and disposal services under the contract with the Borough in accordance with these specifications; also known as the Borough Collector.

**DWELLING UNIT** is one or more rooms in a residential building which room or rooms have fixed cooking facilities arranged for occupancy by one or more persons living together, or one family.

**GARBAGE** is all table refuse, animal and vegetable matter, offal from meat, fish, or fowl, fruits, vegetables and parts thereof, and all other articles and material ordinarily used for food which have become un-fit for such use, or which are for any reason discarded.

**GLASS** shall mean the hard, brittle, transparent, or partially transparent substance produced by fusion of silica and silicates or sand containing soda and lime and/or other chemical substances usually or conveniently included in the manufacture of glass; and shall for the purpose of this contract include all materials commonly known as glass bottles or containers. This includes all food and beverage containers made of glass of one gallon or less capacity. Excluded are blue glass, ceramics, pottery, and flat glass commonly known as window or plate glass.

**HDPE** is the acronym for High Density Polyethylene (plastic #2).

**HAZARDOUS WASTE** is any chemical, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be “hazardous” as that term is defined by or pursuant to federal and/or state law.

**MIXED PAPER** includes junk mail, magazines, copy paper, index cards, writing paper, envelopes, and glossy newspaper inserts.

**NEWSPAPER** means types of paper made from wood pulp and/or fibrous materials mixed together either with or without chemicals, to produce thin sheets of the products customarily and primarily used for the production of newsprint; newspaper does not include magazines or glossy paper inserts commonly used in advertisements.

**PET** is the acronym for Polyethylene Terephthalate (plastic #1).

**PERSON** is defined as any individual, firm, corporation, partnership, association, trust, unincorporated organization, institution, or government, or any agency or political subdivision thereof.

**PROCESSING CENTER** is any facility maintained for the purpose of sorting, preparing, and/or consolidating recyclable materials (as defined herein) for sale.

**PUBLIC AWARENESS PROGRAM** is the program developed and provided by a contractor or municipality to inform and encourage residents to use recycling collection services.

**RECYCLABLE MATERIALS** includes colored and clear glass, aluminum cans, Plastic PET bottles, plastic milk and water jugs, (HDPE), corrugated cardboard, newspaper, steel and bimetal cans, and such materials as the parties may agree in writing.

**RECYCLING CONTAINERS** are sturdy containers provided for by the contractor, for use by residents for recycling collection. Said container may be either metal or plastic.

**REFUSE** is a general term which shall mean all matter and materials which are discarded or rejected by the owners or producers thereof as offensive or useless, or which by their presence or accumulation may injuriously affect the health, comfort, and safety of the residents of the Borough of Mercersburg; it shall include ashes, garbage, rubbish, trash, and other refuse materials, but excludes human body waste, debris from household renovations, whether interior or exterior, dirt; rock; lead pipes, limbs or trunks of trees greater than three (3) inches in diameter, hazardous wastes; recyclable items as defined herein.

**REFUSE COLLECTION SERVICES** are those services to be performed by contractor as follows: (1) Collection of refuse from participating locations within the Borough; (2) Transport refuse in state licensed trucks; (3) Disposal of refuse at a facility licensed by the Pennsylvania Department of Environmental Protection (DEP).

**RESIDENTIAL BUILDING** is a building used for residential purposes, except hotels, apartments with more than two (2) dwelling units, tourist cabins, motels, Bed & Breakfasts, fraternities, and dormitories.

**RUBBISH** is sawdust, chips, shavings, wood, woodenware, leather, rags, grass, straw, manure, and all solid combustible matters not included in this section under the term garbage.

**TRUCK(S)** is a vehicle used for the collection of refuse which has mounted thereon an approved type, watertight sanitary body, or which has a standard truck body made watertight and equipped with means of covering to prevent loss of material by wind.

### **2.03 TERM OF AGREEMENT**

The term of this agreement shall be January 1, 2024, through to December 31, 2025. The Borough shall have the sole option to extend the awarded contract on the same terms for up to two (2) additional years, renewable in one-year increments. In the event the Borough exercises its right to extend the contract, the Borough shall provide notice to Contractor no later than September 30, 2025, and September 30, 2026, of its intent to exercise the extension rights.

### **2.04 MUNICIPALITY'S REPRESENTATIVE**

The municipality's representative for the purpose of this bid specification and the contract entered into pursuant to this bid shall be the Borough Manager.

### **2.05 SCHEDULE AND TIME OF COLLECTION**

Contractor shall provide weekly collection service for refuse and bi-weekly collection service for recyclables described in these specifications as set forth in the Schedule of Performance. Collection will not be made on the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day. Collection, which would normally occur on such holidays, shall be rescheduled for the next business day following the holiday. **All collection shall be commenced and completed between the hours of 6:00 a.m. and 12:00 p.m. except when otherwise approved in advance by the Municipality's Representative. Trash Trucks are not allowed and collection shall not be made on Main Street between 7:30 a.m. and 8:30 a.m. to avoid school bus traffic.**

### **2.06 MANNER OF COLLECTION**

Refuse and recyclable materials shall be collected in a neat and workmanlike manner and, if by accident or otherwise a spill shall occur, the contractor shall be required to gather up the spill in a neat and clean manner in an environmentally safe manner. The contractor shall also be obligated to load his/her vehicle in such a manner as to prevent spillage or blowing debris. Contractor shall handle all receptacles and containers as carefully and quietly as possible and shall return (not throw) them to the location where picked up from.

### **2.07 TRANSPORTATION, SALE AND DISPOSAL OF MATERIALS COLLECTED**

Contractor shall transport the collected recyclable materials to a processing center or directly to recycling markets. Contractor shall take title to recyclable materials upon collection from residents. Contractor may sell the recyclable materials for recycling and reuse, and the contractor shall retain the full proceeds of such sales. Borough reserves the right to allow community groups to conduct occasional recycling programs, with the prior approval of the Borough.

Contractor shall transport collected refuse to a disposal site licensed by the Pennsylvania Department of Environmental Protection (DEP). Certification that a DEP-approved site will be utilized throughout the contract period is required.

### **2.08 COLLECTION REPORTS**

Contractor shall, on or before January 30 of each year, provide an annual report for the preceding calendar year to the Borough. The "Annual Report" shall include information with respect to the total tonnage of refuse and recyclables collected, the weight of each recyclable material collected, and the weight of refuse disposed of from the community from each type of account or establishment served by the contractor.

## **2.09 OBLIGATION OF CONTRACTOR REGARDING LABOR AND EQUIPMENT**

The contractor shall, at his own expense, perform all labor and supply all necessary vehicles, tools, equipment, materials, and other facilities to meet all obligations set forth in these specifications. Equipment shall be maintained in good working order and operating condition and shall be kept reasonably clean, both for safety and sanitation reasons.

Contractor shall use vehicles which meet all state requirements and are approved by the Borough. Such vehicles shall be suitable for such collection and shall generally be dedicated for use in the performance of recycling collection and/or refuse collection as appropriate. All vehicles shall bear prominent markings, signs, or decals identifying them as being collection vehicles. Contractor shall have available a minimum of two recycling vehicles and two refuse vehicles for the performance of work under these specifications. The bodies of vehicles shall be covered to prevent materials from being blown about and shall be constructed to prevent the leakage of liquids to the maximum extent possible.

Contractor shall provide, at no cost to the Borough, one four-yard dumpster, to be located at 43 Wolfe Drive, Mercersburg, Pennsylvania (Sewer Plant) and replaced as needed. The dumpster shall be provided for the full term of this Agreement unless otherwise cancelled by the Borough.

## **2.10 MISSED SERVICE CALLS AND REFUSAL OF SERVICE**

Contractor will handle all initial complaints concerning missed service or refusal of service. Residents who do not get satisfaction with the contractor may appeal their issue to the Borough office for review and consultation between Borough and contractor. In case of a missed service that is reported to the contractor, contractor shall collect from the residence of the missed service within twenty-four (24) hours of such notification. In case of refusal of service, contractor shall provide written notice of the reason for refusal of service on a tag that shall be physically attached to the container of refuse or recyclables. Contractor shall provide a duplicate copy of the written notice to the Borough on that same day.

## **2.11 OPENING OF ACCOUNTS AND COLLECTION OF FEES**

As the exclusive Contractor, Contractor shall be responsible for establishing accounts with residents, invoicing those accounts, and the collection of all fees due on said accounts.

## **2.12 BULKY TRASH PICK-UP**

Contractor shall provide to residents having service with said Contractor a bulky item pickup of one approved item per week. Contractor shall require no more than 7 business days' notice of the resident to schedule a pickup. Bulky items shall include furniture, appliances that do not contain Freon (such as washers, dryers, hot water heaters, and dishwashers), desks, chairs, tables, mattresses, and box springs. Air conditioners and refrigerators that contain freon, household hazardous wastes, paints, herbicides, insecticides, solvents, oils, chemicals, pressurized tanks, batteries, tires, tree stumps, yard waste, concrete, or any construction or demolition debris are prohibited.

In addition, Contractor shall provide one (1) annual disposal day to be held at a mutually agreeable time and centralized location for residents of the Borough to drop off additional bulk items.

## **2.13 SENIOR CITIZEN RATE**

Contractor shall provide a reduced rate for pickup of 2 bags per week for residents over the age of 65 with proof of age by resident to the contractor.



#### **2.14 PROVISION OF ADD ON BAGS**

Contract shall be for one or the other of the two following options: OPTION A the pickup of two (2) bags (with no more than 33-gallon capacity each) per residence per week or OPTION B the pickup of three (3) bags (with no more than 33-gallon capacity each) per residence per week. Contractor shall provide pickup of additional bags by a per bag add-on cost. The bags will be of a special designation provided by and sold by the Contractor.

#### **2.15 PUBLIC CONTAINERS ON THE SQUARE**

Contractor shall be responsible to empty the four (4) public trash receptacles that are on the square in downtown Mercersburg on each normal trash collection day. These containers shall be emptied even if they are not to full capacity every week at no charge to the Borough. In the event Contractor fails to empty any of the four (4) public trash receptacles on the downtown Mercersburg square during any week for any reason, Contractor shall be liable for reimbursement to the Borough for all associated costs incurred by the Borough for the Borough's disposal of the trash in the public trash receptacles that the Contractor failed to collect from the square.

#### **2.16 BOROUGH HALL TRASH**

Contractor shall provide to the Borough Hall located at 113 South Main Street, Mercersburg, Pennsylvania, weekly trash pickup with (as needed) extra bag pickup, bi-weekly recycling, and, as needed, weekly Bulky trash pickup at no charge to the Borough.

#### **2.17 RATE INCREASES DURING THE DURATION OF THIS CONTRACT**

Contractor shall not increase rates during the duration of this contract, including any extension elected by the Borough in accordance with Section 2.03.

#### **2.18 SCHEDULE OF PERFORMANCE**

Contractor shall perform those services set forth in the specifications in accordance with a schedule of performance to be submitted by the contractor and approved by the Borough at least thirty (30) days in advance of beginning the work described herein. In the event the contractor fails to timely submit said schedule, or said schedule is unacceptable to the Borough, the Borough shall supply said schedule. Said Schedule of Performance may thereafter be modified only by mutual written agreement of the Municipality and the Contractor. The Borough Manager is authorized to modify said Schedule of Performance on behalf of the Borough.

#### **2.19 MUNICIPALITY OBLIGATION**

To the extent permitted by law, the Borough shall:

Use reasonable efforts to inform residents of (1) benefits which may be obtained from recycling; (2) the types of wastes which are recyclable; and (3) the schedule for collection of trash and recyclables.

Use reasonable efforts to enforce the rules and regulations relating to participation in the trash and recycling collection program, containers for recyclables, and proper preparation of recyclable materials by residents for collection by Contractor.

#### **2.20 EXAMINATION OF THE MUNICIPALITY**

Bidders shall and are hereby directed to inspect the entire municipality to investigate all circumstances affecting the cost and nature of work and shall assume all risks in connection herewith.

#### **2.21 EXAMINATION OF SPECIFICATIONS**

Bidders are required to carefully examine the specifications of the proposed work and circumstances affecting the cost of the work and the manner of performance.

## **2.22 ESTIMATION OF NUMBER OF DWELLING UNITS**

All bidders are advised and cautioned that the Borough makes no warranty as to the number of dwelling units within the Borough now or at any time in the future. At the time of the publishing of this proposal, the Borough estimates there are approximately 625 dwelling units within the Borough.

## **2.23 CONDITIONS OF WORK**

The Municipality does not make any representation in connection with the work. Bidders must become fully aware of the conditions relating to the work. Failure to do so will not relieve the successful bidder of his/her obligation to furnish and perform the work or to carry out the provisions set forth in these specifications and the contract.

## **2.24 INSURANCE REQUIREMENTS**

The contractor shall, at all times during the contract, maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability, and Property Insurance.

All insurance shall be by insurers and for policy limits acceptable to the Borough and before commencement of work hereunder, the Contractor agrees to furnish the Borough Certificates of Insurance or other evidence satisfactory to the Borough to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation, the amounts to be verified by the Borough Solicitor or Borough Insurance Broker: "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time." In addition, the Borough of Mercersburg shall be recognized on the Certificate for Comprehensive General Liability and Auto Liability policies as an additional insured as its interest may appear. In the event of cancellation or material change in this policy, the Borough shall be notified thirty (30) days prior via written notice.

For the purpose of this contract, the contractor shall carry the following types of insurance in at least the limits specified below:

- A. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Each bidder shall execute an Affidavit of Acceptance of the provisions of the Worker's Compensation Act on the attached form, and submit it with the bid:
  - (1) **Statutory** – Amount and coverage as required by Worker's Compensation Laws of the Commonwealth of Pennsylvania.
  - (2) **Employer's Liability** – At least \$100,000.00
- B. Comprehensive general liability including broad form property damage coverage for direct operations, sublet work, contractual liability and completed operations with limits not less than those stated below:
  - (1) **Bodily Injury Liability** – Including personal Injuries
    - \$1,000,000 each person
    - \$2,000,000 each occurrence
  - (2) **Property Damage Liability**
    - \$1,000,000 each occurrence
    - \$2,000,000 each aggregate
- C. Comprehensive Automobile Liability Insurance including coverage for owned, non-owned, and hired vehicles with limits not less than stated below:
  - (1) **Bodily Injury Liability**
    - \$1,000,000 each person
    - \$2,000,000 each occurrence
  - (2) **Property Damage Liability**

\$1,000,000 each occurrence

\$2,000,000 each aggregate

D. Excess or Umbrella Policy in the amount of \$1,000,000.

E. Policies and insurers shall be subject to approval of the Borough of Mercersburg.

## **2.25 INDEPENDENT CONTRACTOR**

Successful bidder shall perform all work and services described herein as an independent contractor and not an officer, agent, servant, or employee of the Borough of Mercersburg. Contractor shall have exclusive control of and exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between Municipality and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the Borough of Mercersburg, and no such person shall be entitled to any benefits available or granted to employees of the Borough of Mercersburg.

## **2.26 NOTICES TO CONTRACTORS**

The residence or place of business given in the bid or proposal upon which this contract is founded is hereby designated to be the place where all notices, letters, reports, and other communications shall be served, mailed, or delivered. Notices to residents, other than individual invoices, shall be duplicated and mailed to the Borough of Mercersburg. Any notices, letters, or other communications addressed to the Contractor and delivered at the above place or deposited in a post-paid envelope in any post office box regularly maintained by the United States Post Office department shall be deemed sufficient service thereof upon the Contractor, and the date of mailing shall be the date of service. Nothing herein contained shall be deemed to preclude or render inoperative service of any notice, or other communication upon the Contractor personally.

## **2.27 TERMINATION**

If the Contractor defaults on any of its obligations hereunder, Borough shall have all of the following rights and remedies which municipality may exercise singly or in combination, in addition to all other remedies available at law or equity, including the right to collect reasonable attorney's fees:

- The right to declare that this contract, together with all rights granted Contractor hereunder, is terminated effective upon such date as Municipality shall designate; and,
- The right to license others to perform services otherwise to be performed by the Contractor, or to perform such services itself.

If Borough shall fail or refuse to perform its respective obligations in a material respect under this contract and such failure or refusal is not corrected promptly or within fifteen (15) days after notice as provided above, then Contractor, in addition to all other consistent remedies which Contractor may have against Borough may, by notice to Borough, terminate Borough's rights and obligations under this contract.

Borough rights hereunder in event of Contractor's default shall be in addition to any rights of individuals or entities with whom or which Contractor has contracted pursuant to this contract for Contractor's services.

## **2.28 COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor agrees that, in the performances of work and services under this contract, Contractor will qualify under and comply with any and all federal, state, and local laws and regulations now in effect, or hereafter enacted or adopted during the term of this contract which are applicable to the contractor, its employees, agents, or subcontractors (if any), with respect to the work and services described herein.

## **2.29 INDEMNIFICATION**

Contractor agrees to defend, indemnify, and hold harmless the Borough and its agents, servants, and employees from and against all claims, damages, losses, and expenses including but not limited to attorney's fees and costs of investigation, arising or resulting out of: (a) willful, negligent, or other act or omission of the Contractor, its agents, servant or employees in the execution of its duties under this contract: (b) the operation of any landfill disposal, recycling storage, or processing activity conducted by the Contractor, or (c) environmental claims caused by negligence of the Contractor. The Contractor agrees that if suit is brought by the Borough against the Contractor to enforce this agreement, the Borough shall be entitled to collect from Contractor, provided that the Borough shall prevail in its suit, all reasonable costs and expenses of the suit to enforce this agreement or to obtain any other appropriate remedy, including reasonable attorney's fees.

## **2.30 CONTRACT AND BOND**

**A contract will be awarded for the exclusive collection and disposal of refuse and recyclables from dwelling units within the Borough of Mercersburg.**

With respect to the contract the successful bidder shall, within thirty (30) days after written notification of award, enter into written contract in accordance herewith with the Borough of Mercersburg and shall also give to it a bond with an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) conditioned that he/she shall comply in all respects with terms and conditions of this contract, and his/her obligation hereunder, including the specification, and any renewals thereof, and shall indemnify and save harmless said Borough of Mercersburg against or from all costs, expense, damage, injury, or loss to which the said Borough of Mercersburg may be subjected by reasons of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the contractor, his/her agents or employees in or about the execution or performance of the contract, including said specifications, and shall save and keep harmless said Borough of Mercersburg against and from all claims or losses to it from any cause whatsoever, including but not limited to patent infringements, in the matter of completing said contract.

Further, the bond shall entitle the Borough of Mercersburg in the event of a default under the terms of the bond, to collect all such part of the proceeds of the bond necessary to provide the service as set forth in this agreement, even though the Borough of Mercersburg does not itself pay the cost of service. The bond shall be subject to the approval of the Borough solicitor.

## **2.31 WEATHER, ETC.**

Contractor shall make arrangements to carry forth the transactions contemplated by these specifications notwithstanding unexpected occurrences such as unusual weather conditions, temporarily closed streets, etc.; and upon the occurrence of any such event, Contractor shall notify the Borough within four (4) hours and make appropriate arrangements with the Borough to carry forth the transactions contemplated by this contract. The provision of this paragraph shall not require the contractor to take any action, which would endanger the health or safety of any person.

## **2.32 COMPETENCY OF BIDDERS**

Each bidder shall furnish proof of the following:

1. Experience of the bidder in connection with the business of collection and disposal of refuse and recyclables under municipal contracts. The municipality reserves the right to reject any bids received if its investigation fails to satisfy the municipality that the bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified.
2. A list of equipment contractor intends to use to conduct the work required by these specifications and the name(s) of the owner(s) thereof if other than Contractor.



3. A list of municipalities the contractor services with at any times subsequent to January 2013 for the collection of refuse and recyclables.

Municipality reserves the right to reject those bidders it deems unqualified to perform the contract.

#### **2.33 BASIS OF AWARD**

Municipality will award the contract on the basis of the lowest total price as set forth in Section 1.05 above.

#### **2.34 TIME OF ESSENCE**

Time shall be of the essence as to all obligations of Contractor provided herein.

#### **2.35 NO SUBCONTRACT**

The Contractor shall give his/her personal attention constantly to the faithful performance of the work, shall keep the same under his/her own control, and shall not assign by power of attorney or otherwise, nor sublet the work of any part thereof without the previous written consent of the Mercersburg Borough Council. In such case, he/she shall state to the Borough Council in writing the name and address of such subcontractor as he/she intends employing, the portion of the work which he/she is to do or the material which he/she is to furnish, his/her place of business and such other information as the Council may require, in order to know whether such subcontractor is reputable and reliable and able to perform the work as called for in the specifications.

He/she shall not, either legally or equitably, assign any of the monies payable under the contract unless by and with the like consent of Borough Council.

The contractor shall not be released from any of his/her liabilities or obligations under this contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him/her.

#### **2.36 NON-SEGREGATED FACILITIES**

Each bidder shall execute a Certification of Non-Segregated Facilities on the attached form and submit it with the bid.

**PART 3**  
**DETAILED SPECIFICATIONS OF SERVICES TO BE PROVIDED**

**3.01 COLLECTION AND DISPOSAL OF REFUSE AND RECYCLABLES FROM RESIDENTAL BUILDINGS CONTAINING TWO OR FEWER DWELLING UNITS**

**A. Refuse Service**

Refuse service is mandatory for all occupants of residential buildings containing two or fewer dwelling units pursuant to ordinance.

**B. Recycling Containers**

Contractor shall accept for use any container that meets the requirements in the ordinance (solid container, with lid or drain holes, not to exceed 40lbs in weight when full).

**C. Recycling Services**

Recycling service is voluntary for all occupants of residential buildings, pursuant to the ordinance. Only those residents having accounts with Contractor shall receive recycling services.

Contractor shall collect and convey recyclable materials from all residential buildings. Recyclable materials shall be picked up at the curb on a different day than which refuse containers are collected. Recyclables, except for newspaper, and corrugated cardboard, shall be commingled in a recycling container meeting the requirements in the ordinance. Newspaper shall be tied in bundles weighing not more than forty (40) pounds or placed in paper grocery bags for collection. Corrugated cardboard shall be tied in bundles weighing no more than forty (40) pounds each.

**D. Senior Citizen Refuse Rate**

Contractor shall provide a reduced rate for residents over the age of 65 with proof of age by resident to the Contractor.

**E. Bulk Item Collection**

Contractor shall provide to residents having service with said Contractor a bulky item pickup of one approved item per week. Contractor shall require no more than 7 business days' notice of the resident to schedule a pickup. Bulky items shall include furniture, appliances that do not contain Freon (such as washers, dryers, hot water heaters, and dishwashers), desks, chairs, tables, mattresses, and box springs. Air conditioners and refrigerators that contain freon, household hazardous wastes, paints, herbicides, insecticides, solvents, oils, chemicals, pressurized tanks, batteries, tires, tree stumps, yard waste, concrete, or any construction or demolition debris are prohibited.

In addition, Contractor shall provide one (1) annual disposal day to be held at a mutually agreeable time and centralized location for residents of the Borough to drop off additional bulk items.

**F. Refuse From Public Receptacles**

Contractor shall be responsible to empty the four (4) public trash receptacles that are on the square in downtown Mercersburg on the normal trash collection day. Contractor shall take care to ensure that lids are properly installed on containers, if the containers have lids at any such time.

### **G. Borough Hall Trash**

Contractor shall provide to the Borough Hall located at 113 South Main Street, Mercersburg, Pennsylvania weekly trash pickup of all necessary number of bags, bi-weekly recycling, and as needed bulky trash pickup at no charge to the Borough.

### **H. Large Volume Exemption**

The Borough may grant a once per year exemption from the requirement for refuse disposal upon request by a resident for disposal of a large volume of refuse created from more than ordinary household activity. No other exemptions shall be granted.

### **I. Frequency of Service**

Refuse collection service shall be provided once per week. Recycling collection service shall be provided bi-weekly. Both services shall be provided in accordance with the approved Schedule of Performance. Bulk item collection shall require no more than seven (7) days' notice to the Contractor from the resident. Refuse from public receptacles on the square shall be collected once per week in conjunction with regular refuse collection.

### **J. Bid Price**

Bidders shall state a firm price for billing per residence on a quarterly rate for the weekly pickup of: OPTION A, two (2), thirty-three (33) gallon or less trash bags, invoiced directly to the resident quarterly and OPTION B, three (3), thirty-three (33) gallon or less trash bags, invoiced directly to the resident quarterly. Bidders shall also state a firm price for the senior citizen rate of two (2), thirty-three (33) gallon or less trash bags, billed quarterly invoiced directly to the resident. Purchase Price per each additional bag in each option shall also be listed. Cost for the purchase of a recycling bucket shall also be listed out.

## **3.02 REFUSE AND RECYLING SERVICE FOR APARTMENT BUILDINGS, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL AND MUNICIPAL ESTABLISHMENTS**

### **A. Apartment Buildings**

Contractor shall provide refuse collection service and recycling service to apartment buildings at the option of the apartment building owner. Said services shall include refuse collection and recycling service, which shall include recyclable materials as defined in Section 2.02 and 3.01.C. The contract shall provide for a practical sanitary system for separation, storage, and collection of tenant's solid waste and recyclables. The cost of said services should be negotiated between the contractor and apartment building owner.

### **B. Commercial, Industrial, Municipal, and Institutional Establishments**

Contractor shall provide refuse collection and/or recycling service to commercial, industrial, institutional, and municipal establishments at the option of each establishment. In the case of commercial, industrial, municipal and institutional establishments, recyclable materials shall, at a minimum, include high-grade office paper; aluminum, corrugated cardboard, and such other materials as may be designated from time to time by the Borough of Mercersburg and/or the State of Pennsylvania. The cost of said services should be negotiated between the contractor and the individual establishment.

Small commercial establishments have the additional option to use the Borough's residential refuse program and recycling collection system as described in these contract specifications.

**C. Frequency of Recycling Service**

Recycling service provided in accordance with this section, except for recycling in conjunction with the Borough's system as an option for small commercial establishments, shall be provided at a minimum of once a month.

**PART 4  
PROPOSAL FORM**

TO:    Mercersburg Borough, Franklin County, Pennsylvania

FOR:  COLLECTION OF TRASH AND RECYCLING

Pursuant to the request for proposals for the above-mentioned item, the undersigned agrees to deliver and supply said services to the Borough of Mercersburg, as requested by and in strict accordance with the Specifications, and to perform all other obligations imposed by the Contract for the prices named in the following schedule. Proposal shall include all material and labor.

The Mercersburg Borough Council will choose one of the options listed below, with or without any of the add-on services listed below, and then award the contract based upon the criteria described in Section 1.05 for the option that Council chooses.

	Numbers	Written
<b>OPTION A</b>		
Residential Quarterly Rate (2 bag limit per week)	\$ _____	_____
Senior Citizen Quarterly Rate (2 bag limit per week)	\$ _____	_____
TOTAL bid price for contract Award	\$ _____ (two above total)	_____
Additional price per bag put out (Price per each bag)	\$ _____	_____

<b>OPTION B</b>		
Residential Quarterly Rate (3 bag limit per week)	\$ _____	_____
Senior Citizen Quarterly Rate (3 bag limit per week)	\$ _____	_____
TOTAL bid price for contract Award	\$ _____ (two above total)	_____
Additional price per bag put out (Price per each bag)	\$ _____	_____
Recycling Bucket Price	\$ _____	_____

**ADD-ON SERVICES**

Contractor shall provide a price to offer the residents of the Borough one (1) annual electronics recycling day, to be held at a mutually agreeable time and location.

	Numbers	Written
One (1) annual electronics recycling day: \$	_____	_____

The undersigned bidder declares he/she has carefully examined the contract and bidding documents and thoroughly understands their stipulations, requirements, and provisions. If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the Specifications.

The cost of any work performed, materials furnished, sales and use taxes, tipping fees, transportation fees, services provided, or expenses incurred for work required in the Contract Documents but for which no special pay item has been provided for herein shall be deemed to have been included in the bid prices in the Proposal Form.

If this Proposal Form shall be accepted by the Borough and the bidder shall refuse or neglect, within thirty (30) days after due notice that the contract has been awarded to him/her, such time being of the essence, to proceed with the execution of the contract, then the certified check or bid bond accompanying this proposal shall be forfeited and retained by the Borough as liquidated damages and shall be paid into the funds of the Borough.

The Borough may cause any notice and return of certified check and bid bonds intended for the undersigned to be delivered at or sent, postpaid, by mail to:

Name of Contractor

\_\_\_\_\_  
(Print or Type)

Address of Contractor

\_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone No.

(Corporate Seal)

Payment Bond  
MERCERSBURG BOROUGH COUNCIL

KNOW ALL MEN BY THESE PRESENTS, that we,

\_\_\_\_\_ as Principal (the "Principal"), and

\_\_\_\_\_, a corporation organized and existing under the laws of Pennsylvania

\_\_\_\_\_ as Surety (the "Surety"), are

held and firmly bound unto the "Borough of Mercersburg" as Oblige (the "Oblige")

As hereinafter set forth, in the full and just sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), 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 severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the principal heretofore has submitted to the obligee a certain Bid dated

\_\_\_\_\_, 2023 (Proposal) to perform certain work for the Oblige, in connection with the "Exclusive Refuse and Recycling Hauler, Borough of Mercersburg, Franklin County, Pennsylvania" pursuant to specifications, and other related documents constituting the Contract Documents, and specifications which are incorporated into the Proposal by reference (the "Contract Documents").

WHEREAS, the Oblige is a "contracting body" under the provisions of Act 385 of the 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, with the Bond, to become binding upon the award of a contract to the Principal by the Oblige in accordance with the Proposal; and

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

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

NOW THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full,



all money which may be due any claimant, supply labor or materials in the prosecution and performance of the work in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor performed, this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension or addition to the Agreement. The term "claimant," when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials" when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the surety agree that any claimant, who has performed labor or furnished materials in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that (a) any claimant who has a direct contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal within ninety (90) days from the date upon which such payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted.

This Bond is executed and delivered under the 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 alterations, changes and/or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Oblige of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Oblige toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the Oblige, as permitted by the Contract Documents and by the Contract 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.



IN WITNESS WHEREOF, the Principal and the surety cause this Bond to be signed,  
sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Individual Principal)

\_\_\_\_\_(SEAL)

Witness: Trading and doing business as \_\_\_\_\_

(Partnership Principal)

\_\_\_\_\_

Witness:

\_\_\_\_\_ By:

\_\_\_\_\_

(Seal)

(Partner)

\_\_\_\_\_ By:

\_\_\_\_\_

(Seal)

(Partner)

\_\_\_\_\_ By:

\_\_\_\_\_

(Seal)

(Partner)

\_\_\_\_\_ By:

\_\_\_\_\_

(Seal)

(Partner)

(Corporation Principal)

\_\_\_\_\_  
(Name of Corporation)

ATTEST:

\_\_\_\_\_  
(Assistant Secretary)

by: \_\_\_\_\_  
(Vice) President

CORPORATE SEAL

Or (if appropriate)

\_\_\_\_\_  
(Name of Corporation)

Witness:

\_\_\_\_\_  
\*By:

\_\_\_\_\_  
(Authorized Representative)

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

(Corporation Surety)

\_\_\_\_\_  
(Name of Corporation)

Witness:

\_\_\_\_\_  
\*\*By:

\_\_\_\_\_  
(Attorney-in-Fact)

(CORPORATE SEAL)

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

Certification of Non-Segregated Facilities

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicitly directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors or specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C.1001.

\_\_\_\_\_, 2023  
Date Bidder

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Official Address (include zip code)

\_\_\_\_\_

Certification of Non-Discrimination

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of state or federal assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C.1001.

\_\_\_\_\_, 2023 \_\_\_\_\_  
Date Bidder

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Official Address (include zip code)

\_\_\_\_\_

Affidavit  
Accepting Provisions of the Workmen's Compensation Act

State of \_\_\_\_\_

County of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

He/She has being duly sworn according to law deposes and says that they have accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and has Insured their liability there under in accordance with the terms of said Act with

\_\_\_\_\_ Surety Company.

\_\_\_\_\_ Contractor (print)

By \_\_\_\_\_ Signature

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_

### 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 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/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 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 non-competitive 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 \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

I state that I am

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (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 the conditions 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 the contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complimentary 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 complimentary 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 past four (4) years, been convicted or found liable of any act prohibited by State or Federal Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.

By \_\_\_\_\_  
Signature

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_ 2023

My Commission Expires \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by the  
Borough of Mercersburg, 113 South Main Street, Mercersburg, Franklin County, Pennsylvania 17236  
Hereinafter called the Owner, Party of the First Part, and

A CORPORATION known as \_\_\_\_\_

organized and existing under the Laws of the state of \_\_\_\_\_

A PARTNERSHIP known as \_\_\_\_\_

consisting of the following members \_\_\_\_\_

AN INDIVIDUAL \_\_\_\_\_

trading as \_\_\_\_\_

of \_\_\_\_\_ Street, \_\_\_\_\_

State of \_\_\_\_\_, Zip \_\_\_\_\_

Hereinafter called the Contractor, Party of the Second part.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to, and to perform all other obligations imposed by this contract for as the Exclusive Refuse and Recycling Hauler, within the Borough of Mercersburg, Franklin County, Pennsylvania in strict accordance with all the Contract Documents, to include these specifications listed:

- A. Proposal
- B. Specifications
- C. This Agreement
- D. Payment Bond
- E. Certificate of Non-Segregated Facilities
- F. Non-Collusion Affidavit
- G. Affidavit Accepting Provisions of Workers Compensation Act
- H. Information to Bidder
- I. Receipt of Confirmation of Bidding and Contract Documents (if downloaded electronically)
- J. Certificate of Non-Discrimination

ARTICLE II. The Contractor agrees that the applicable work shall be supplied no later than the time specified in the Proposal.

ARTICLE III. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the Borough.



ARTICLE IV. The products and services supplied herein shall be, at all times, subject to the inspection of the Borough and/or its authorized agents.

ARTICLE V. The Contractor shall guarantee his work and shall remedy, without cost to the Borough, any defects which may develop therein during a period equal to the guarantee time after written approval of the Borough.

ARTICLE VI. In the event of conflict between any of the contract documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF the Parties hereto have signed this Contract the day and year first above written.

CONTRACTOR

DATE: \_\_\_\_\_ 2023

By: \_\_\_\_\_  
Name and Title (print or type)

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

\_\_\_\_\_  
DATE: \_\_\_\_\_ 2023  
Donald Stoner  
President of Borough Council

Attest:

\_\_\_\_\_  
Donna Irons-Zimmerman  
Borough Secretary

BOROUGH SEAL

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

## BIDDER AFFIDAVIT

The specifications and all papers required by it and submitted herewith. The Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal. The Undersigned Bidder hereby represents as follows:

1. That he has carefully examined the Proposal, the Contract, the Information for Bidders and Specifications.
2. That no officer, agent, or employee of the Borough of Mercersburg is personally interested directly or indirectly in this Proposal, and the accompanying Contract or the compensation to be paid herein under.
3. That the Proposal is made without connection with any person, firm, or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and,
4. That should this Proposal be accepted by the Borough of Mercersburg, within fourteen (14) days of the receipt of intent to award notice, he/she will execute the Contract and furnish the properly executed bonds and insurance certificates within the time and in the forms and amount required by the Contract and Specifications, and that upon his/her failure, neglect, or refusal to do so, he/she shall forfeit to the Borough of Mercersburg the Proposal security, not as a penalty, but as a liquidated damage.

\_\_\_\_\_  
Name of Bidder, Corporation, Firm or Individual

Business Address of Bidder: \_\_\_\_\_

Phone No. \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative (print or type)

Signature: \_\_\_\_\_

That the above representations are material and important and will be relied on by the Mercersburg Borough 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 Borough of Mercersburg of the true facts relating to the submission of bids for this contract.

Name: \_\_\_\_\_

Firm Position: \_\_\_\_\_

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_ 2023

My Commission Expires \_\_\_\_\_

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the

Undersigned \_\_\_\_\_

As PRINCIPAL, and \_\_\_\_\_

As SURETY are hereby held and firmly bound unto Mercersburg Borough, 113 South Main Street, Mercersburg, Franklin County, Pennsylvania 17236 as OWNER in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted the accompanying bid dated \_\_\_\_\_, 2023 for the exclusive designation for refuse and recycling hauling from residential dwellings within the Borough of Mercersburg, Franklin County, Pennsylvania.

NOW, THEREFORE, if the PRINCIPAL shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within ten (10) days after said opening, and shall within the period specified therefore, or if no period be specified within ten (10) days after the prescribed forms are presented to him/her for signature, enter into a written Contract with the Borough of Mercersburg in accordance with the bids accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the PRINCIPAL shall pay the Mercersburg Borough may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument.

Under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 2023. The name and corporate seal of each corporate party being hereto affixed and these signed by undersigned representative, pursuant to the authority of its governing body.

Principal Corporation

Corporation Name \_\_\_\_\_  
(Trading & doing Business as)

By (Vice) President: \_\_\_\_\_  
(Type or print name)

Signature: \_\_\_\_\_

Witness Name; \_\_\_\_\_  
(Type or print name)

Signature: \_\_\_\_\_  
Corporation Surety

Name of Corporation \_\_\_\_\_

By Attorney-in-fact: \_\_\_\_\_  
(Type or print name)

Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_  
(Type or print name)

Signature: \_\_\_\_\_

Corporate Seal

**Important note:** Surety companies executing Bonds must appear on the Pennsylvania Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.



COMMONWEALTH OF PENNSYLVANIA

**PUBLIC WORKS EMPLOYMENT VERIFICATION FORM**

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

☐ Contractor ☐ Subcontractor (check one)

Contracting Public Body Commonwealth of PA - DGS

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

\_\_\_\_\_  
Authorized Representative Signature

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
	<input type="checkbox"/> C Corporation	
	<input type="checkbox"/> S Corporation	
	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Trust/estate		
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____		
<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
<input type="checkbox"/> Other (see instructions) ► _____		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
(Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions.		
Requester's name and address (optional)		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.