

**SPECIFICATIONS, PROPOSAL, AND CONTRACT**

For services in South Middleton Township for the following:

**2023 Municipal Solid Waste Hauling and Recycling Services  
for South Middleton Township**

**ISSUED**

**October 21, 2022**

Bids for **Municipal Solid Waste Hauling and Recycling Services**

as covered by attached specifications must be received by the Township Supervisors of South Middleton Township at or before 2:00 p.m., legal time, December 7, 2022, at the South Middleton Township office, 520 Park Drive, Boiling Springs, Pennsylvania 17007.

**SOUTH MIDDLETON TOWNSHIP BOARD OF SUPERVISORS**

For further information please contact:

Ali Wood, Recycling Coordinator

717-258-5324

awood@smiddleton.com

**NOTICE – SEEKING BIDS**

**Municipal Solid Waste Hauling and Recycling Services**

South Middleton Township (the “Township”) is accepting sealed bids for:  
**2023 Municipal Solid Waste Hauling and Recycling Services  
for South Middleton Township**

A complete proposal packet may be obtained from South Middleton Township either by picking up a hard copy at the Township Office indicated below or by visiting the Township Website indicated below:

Township Office:  
520 Park Drive  
Boiling Springs, PA 17007  
Phone: (717) 258-5324

Township Website:  
<https://www.smiddleton.com/>

There will not be a Pre-Bid meeting to discuss this Bid and Agreement.

A Performance Bond and a Payment Bond are required for this Bid, each in the amount of fifty percent (50%) of the highest annual contract price for any one of the five (5) years. A Bid Bond in the amount of ten percent (10%) of the Bidder’s maximum first year bid price is to be included with the Bid.

Bids shall be submitted only on the Bid Form included in the Bidding Documents. While Bidders may make comments to clarify their Bid, Bidders cannot change, modify, delete, alter, amend, or make additions to the wording of any of the Bidding Documents, including but not limited to the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause for rejection of the bid. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum issued by the Township prior to the Bid opening date.

The Board of Supervisors of South Middleton Township: intends to award the contract to the overall lowest responsible bidder, as determined by the Supervisors in the best interest of the Township; reserves the right to reject any or all bids; to waive any defects, errors, omissions, irregularities, or informalities in a Bid or the Bid procedure; and to accept any Bid that it may deem to be for or in the best interest of the Township.

Bids will be received at the above address until 2:00 p.m. on December 7, 2022. Any Bid received after said date and time will be returned unopened. All Bids must be in a sealed envelope clearly marked “Bid for South Middleton Township,” bearing the name of the bidder and “**2023 Municipal Solid Waste Hauling and Recycling Services for South Middleton Township.**” If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “**BID ENCLOSED**” on its face. Please mail bids to Attention: Ali Wood, Recycling Coordinator.

## **INSTRUCTIONS TO BIDDERS**

### **1. Project Overview**

South Middleton Township (“Township”) is seeking bids from qualified bidders for the following services and as further described in the Specifications herein:

#### **2023 Municipal Solid Waste Hauling and Recycling Services for South Middleton Township**

The Township intends to award a three (3) year Contract<sup>1</sup> to begin on March 2, 2023 and end on March 2, 2026. The Contract will also contain two (2) one-year optional extensions; the option exclusively being with the Township. Said Contract shall be for the exclusive right and privilege of collecting and hauling municipal solid waste and recyclable material from all participating dwelling units within the limits of the Township, those commercial or not-for-profit customers so designated by the Township as having a “residential-style” trash pickup by the Township, and those facilities owned/operated by the Township. The Successful Bidder will be required to execute the Agreement in its current form, without any modifications. Failure of a Successful Bidder to execute the Agreement will result in the Township utilizing the Successful Bidder’s Bid Bond.

In addition to the “residential-style” trash pickup, the Successful Bidder shall provide, at no cost, to each municipal solid waste/recycling customer of the Township, water-tight, plastic garbage cans with lids and wheels (referred to throughout the documents as “toters”) for municipal solid waste and recycling as detailed in the Specifications. The Successful Bidder is expected to deliver a high level of customer service and professionalism in the collection process as set forth more fully in the Specifications.

### **2. Bidding Documents**

The Bidding Documents include the following documents:

- Notice/Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Specifications
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder’s Questionnaire
- Proposal Bond
- Performance Bond
- Payment Bond
- Proposal

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<sup>1</sup> The term “Contract” shall be an inclusive term used throughout the Bidding Documents to represent all of the Bidding Documents and their terms and conditions. The term “Agreement” shall refer specifically to the document that is a part of the Bidding Documents and labeled “Agreement.”

- Agreement
- W-9 Form
- Addenda (if released by Township)
- Receipt of Addenda (if Addenda is released by the Township)

### **3. Copies of Bidding Documents**

A complete set of Bidding Documents may be obtained by the Bidder at: South Middleton Township Municipal Building, 520 Park Drive, Boiling Springs, Pennsylvania, 17007. Complete sets of the Bidding Documents shall be used in preparing the Bid. The Township does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

### **4. Contractor**

The Successful Bidder (i.e. the entity/individual chosen by the Township to have the lowest, responsible bid) will be known as the “Contractor,” and both terms are used interchangeably through the Bidding Documents.<sup>2</sup> The Contractor to whom the Contract is awarded will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable Township ordinances, rules, and regulations. Included within this requirement, but not limited to, is compliance with the PA Solid Waste Management Act (35 P.S. §§ 6018.101-6018.1003) and the PA Municipal Waste Management Regulations (Pa. Code Title 25, Chapters 271-285).

### **5. Qualifications of Bidders**

To demonstrate Bidder’s qualifications to perform the Work and/or Services, Bidder shall submit with the Bid a completed Bidder’s Questionnaire, as contained in the Bidding Documents.

Submission of financial information is not required with the Bid; however, the Township reserves the right to request such information within five (5) calendar days after the Bid opening date.

Each Bid must contain evidence of Bidder’s qualification to conduct business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to, and as a condition of, the award of the Contract.

No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears with the Township upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said Township or whose work has heretofore proved unsatisfactory or dilatory.

### **6. Interpretations and Addenda**

Any questions or requests for interpretation of any provision of the Bidding Documents or Specifications shall be made in writing and directed to Ali Wood, Recycling Coordinator

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<sup>2</sup> Successful Bidder will be used primarily when referring to the Successful Bidder/Contractor before the Agreement is signed, and Contractor will be used in reference to the Successful Bidder/Contractor after the Agreement would be signed.

717-258-5324, awood@smiddleton.com at least five (5) days prior to the submission deadline.

The Township may issue Addenda if deemed necessary by the Township to address or clarify the Bidding Documents prior to the submission deadline. Questions received after five (5) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations, or clarifications will not be binding or legally effective. A Bidder that fails to acknowledge receipt of any such Addendum with its Bid, as documented in a "Receipt of Addenda" form, will have its Bid construed as though the Addendum had been received and acknowledged.

## **7. Security**

**7.1 Bonds.** All bonds shall be in the form and substance prescribed by the Bidding Documents, except as provided otherwise by laws and/or regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to conduct business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Section 7: Security, Contractor shall promptly notify the Township and, within twenty (20) days after the event giving rise to such notification, provide another bond and surety.

**7.2 Bid Bond.** Each Bid must be accompanied by Bid security made payable to the Township in an amount of ten percent (10%) of Bidder's maximum first year Bid price and in the form of a certified or bank check or a Bid Bond (on form attached) issued by a surety meeting the requirements of this Paragraph.

All instruments of Bid security shall be valid and remain in effect for at least one hundred twenty (120) days from the date of the bid opening. **Substitute Bid Bond forms are not acceptable.**

The Bid security of the Successful Bidder will be retained until said Successful Bidder has executed the Agreement and furnished acceptable bonds and insurance certificate, if required, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish acceptable bonds and insurance certificates, if required, within fifteen (15) days after the Notice of Intent to Award, the Township may annul the Notice of Intent to Award and the full amount of the Bid security of Successful Bidder will be forfeited.

The Township will return the Bid security and financial information, if any, of all Bidders, except the three apparent lowest responsible, responsive Bidders as determined by the Township upon evaluation, within thirty (30) days after the date of Bid opening; and upon execution of the Agreement and furnishing of acceptable Contract bonds, if applicable, and insurance certificate by the Successful Bidder, the remaining Bid securities and financial information, if any, of the each of the three lowest Bidders will also be returned.

**7.3 Performance and Payment Bonds.** When the apparent Successful Bidder delivers the signed Agreement to the Township, it must be accompanied by the required Performance and Payment Bonds on the forms provided in the Bidding Documents. **Substitute Bond forms are not acceptable.**

The Contractor shall furnish Performance and Payment Bonds, each in an amount equal to fifty percent (50%) of the highest annual contract price for any one of the five (5) years as security for the faithful performance and payment of all of Contractor's obligations under the Bidding Documents.

These bonds shall remain in effect until final payment is paid, except as provided otherwise by laws or regulations or by the Bidding Documents.

## **8. Proposal Form**

The Bid shall be submitted as detailed in the Specifications. The Township in its sole and absolute discretion will choose whichever Bid price is determined to be in the best interests of the Township.

The Bid price of each item on the Proposal form must be stated in numerals and, if required, in words. Subject to the Township's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.

The Proposal Form (hereinafter the "Bid") of an individual must be signed by the individual person. The Bid of a partnership must state the names of each partner and it must be signed by at least one partner. The Bid of a corporation must show the State of incorporation and must be signed by the President, Vice President, or any other employee duly authorized pursuant to a corporate resolution. Bids signed by employees other than the President or Vice President shall include a resolution demonstrating that employee is indeed authorized to act on behalf of and to bind the corporation. The Bid of an LLC must be signed by an authorized member of the LLC, with the signature witnessed. All names must be typed or printed below each signature. Bid prices shall be inclusive and shall include, if applicable, all taxes of whatever nature. Submission of prices for Alternates, if any, is mandatory.

The following should be considered by the Bidder with Bid submission, if applicable:

**Tax:** Pennsylvania sales tax is **not** to be included in the Bid. Tax exemption certificate will be furnished to the Contractor. The Township is sales tax exempt. However, the Contractor is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this Agreement. Bidder shall obtain its own legal advice to determine how, and to what extent, the Township's tax exemption may be utilized by the Contractor. The Township will provide, at the Contractor's request and expense, documentation required to seek applicable tax exemptions.

## **9. Submission of Bids**

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked "Bid for Township of South Middleton," bearing the name of the bidder and "**2023 Municipal Solid Waste Hauling and Recycling Services for South Middleton Township.**" If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention:

Ali Wood, Recycling Coordinator. The Bidder is solely responsible for delivering Bid to the Township at the location of, and by the time of, the Bid opening designated in the Notice.

The following completed documents are to be submitted with the Bid and will become a condition of the Bid:

- Proposal
- Letter from Recycling Center (as described in the Specifications)
- Bid Bond
- Performance Bond
- Payment Bond
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder's Questionnaire
- Receipt of Addenda (if applicable)

Bidders may provide comments to clarify or describe their respective technical offer, but Bidders cannot change, modify, delete, alter, amend, or make additions to the wording of any of the Bidding Documents, including but not limited to the Agreement, General Conditions, Specifications, or the Proposal form. **Unauthorized conditions, exceptions, limitations, or provisions attached to the Bid may be cause for rejection of the Bid.** Any questions regarding the Bidding Documents shall be submitted as a request for interpretation and the Bidding Documents may only be modified by Addenda issued by the Township prior to the Bid opening date.

It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, including but not limited to any Addenda or Memoranda and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress, or performance of the services, visit South Middleton Township to become familiar with the local conditions;
- C. become familiar with and satisfy Bidder as to all federal, state, and local laws and regulations that may affect cost, progress, or the performance of the Work and/or Services;
- D. carefully study and correlate the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to South Middleton Township, with the Bidding Documents;
- E. promptly give the Township written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Township is acceptable to Bidder; and
- F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work and/or Services.

## **10. Modification and Withdrawal of Bids**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable federal, state, or local statutes, ordinances, laws, and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid.

#### **11. Bids to Remain Subject to Acceptance**

Bids shall remain open for a period of seventy-five (75) days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of one hundred twenty (120) days from the date of Bid opening. The Township will either award the Contract as defined in Section 12 below within the applicable time period or reject all Bids, returning the Bid security to the Bidders. Thirty (30) day extensions of the date for the award may be made by the mutual written consent of the Township and the Successful Bidder.

#### **12. Award of Contract**

The Township reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if the Township, in its sole and absolute discretion, believes that it would not be in the best interest of the Township to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Township.

The Board of Supervisors of South Middleton Township intends to award the contract to the overall lowest responsible bidder, as determined by the Board of Supervisors in its sole and absolute discretion to be in the best interest of the Township.

In evaluating Bids, the Township may conduct such investigations as the Township, in its sole and absolute discretion, deems necessary and/or desirable to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-contractors, suppliers, and other persons and organizations to perform and furnish the Services in accordance with the Bidding Documents to the Township's satisfaction within the prescribed time. The Township reserves the right to interview bidders.

If the Contract is to be awarded, the Township will give the apparent Successful Bidder a Notice of Intent to Award.

The Successful Bidder is required to complete an Internal Revenue Service Form (W-9) providing the Successful Bidder's taxpayer identification number (TIN), address, and, if applicable, certification regarding backup withholding prior to and as a condition of the award of the Contract. The Township

may waive this provision in the event the Township is in possession of an accurate and up to date W-9 form for the Successful Bidder

### **13. Signing of Agreement**

When the Township gives a Notice of Intent to Award to the apparent Successful Bidder, it will be accompanied by four (4) unsigned counterparts of the Agreement (each with a copy of the Bid submission). Within fifteen (15) days thereafter, apparent Successful Bidder shall sign and deliver to the Township the four (4) signed counterparts of the Agreement accompanied by the required insurance certificate(s) and completed W-9 form. The Notice of Intent to Award may be annulled, terminated, or voided, at the sole and absolute discretion of the Township, if the apparent Successful Bidder does not execute, and deliver to the Township, the Agreement and insurance certificate(s) and completed W-9 form, within fifteen (15) days from the date of the Notice of Intent to Award.

## **GENERAL TERMS AND CONDITIONS**

### **1. Labor and Equipment**

The Contractor agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for or in connection with, the work to be done or services to be supplied hereunder in consideration of the payments hereinafter provided to be paid to the Contractor by the Township.

### **2. Inspection of Work or Goods**

The Township reserves the right to inspect the Contractor's work, goods, or other deliverables, and direct changes to the Contractor's methods and procedures within the scope of this Contract. Periodic inspections will be performed by the Township or its agents.

### **3. Termination and Suspension**

Should the Contractor fail to perform the work and/or services to the satisfaction of the Township or to comply with any of the provisions of the Agreement, the Township may terminate the Agreement for cause upon seven (7) days' written notice of intent to terminate to the Contractor. Contractor's services will not be terminated if the Contractor begins within seven (7) days of receipt of the notice of intent to terminate to correct and cure the deficiencies set forth in said notice and it proceeds in a diligent manner to cure such deficiencies within no more than fifteen (15) days after receipt of said notice, unless the Township, in its sole and absolute discretion, extends such time to cure in writing.

Notwithstanding the foregoing, the Township may terminate this Agreement without cause and without prejudice to any other right or remedy of the Township upon seven (7) days' written notice to Contractor.

Contractor may only terminate this Agreement in the event the Township is in default and fails to cure said default within one hundred eighty (180) days from the date the Township receives written notice from Contractor, which said notice shall set forth the alleged default.

In the event the Township terminates the Contract as provided for herein, Contractor agrees that Contractor shall not be paid an amount of loss of anticipated profits or revenue or other economic loss arising out of and/or resulting from such termination. Contractor agrees that its sole remedy shall be payment for services and materials rendered prior to termination of the Contract, provided however that the Township may offset any amount owed to Contractor for services rendered by Contractor prior to termination for any damages, and/or costs suffered and/or incurred by the Township as a result of any breach or failure by Contractor.

The Township has the right to suspend performance of the Contract at any time and without cause by written notice, upon which Contractor shall be entitled to an increase in the Contract time and Contract price caused by the suspension, as determined by the Township in its sole and absolute discretion.

#### **4. Permits, Licenses, etc.**

All permits, licenses, inspections, ratings, certificates, and/or approvals related to the performance of the services, including any and all necessary federal, state, and local permits related to the collecting and marketing of recyclable materials, are the sole responsibility of the Contractor and all expenses for such should be included in the Bid proposal. Failure to obtain and maintain such permits shall constitute a material breach of the Contract. Additional Permit requirements may be set forth in the Specifications.

#### **5. Invoices and Payment**

The prices submitted by Bidders with respect to dwelling units in the Bid Proposal hereto attached shall cover the cost of all labor, material, equipment, disposal costs, and any other costs and expenses necessary to complete the Contract in all detail. The Successful Bidder shall accept the prices for each type of optional service as full compensation for the collection and disposal of municipal solid waste ("MSW") and the collection and marketing of the designated recyclable materials. Under the flat rate system, collection of charges for MSW and recyclables collection, transportation, and disposal shall be made quarterly for the current month and two (2) months in advance by the Contractor, not less than fifteen (15) days before payment is due. The Township accepts no responsibility whatsoever for the collection of these charges. Under the per bag service option, the Contractor shall be required to make available for advance purchase and distribution trash bag "tags" for those Township residents selecting said optional service. The Contractor shall keep records of the Township residents selecting the per bag system, including but not limited to the names, address, selection of service, and any changes made, and records of the purchase and use of the trash bag "tags." Such records shall be made available to the Township upon written request.

The Contractor shall be entitled to stop service for any non-paying customer using the flat rate system, provided however, the Contractor must first provide thirty (30) day written notice by certified mail to the non-paying customer and thirty (30) day facsimile or first class mail notice to the Township prior to terminating service for non-payment.

#### **6. Insurance**

When the apparent Successful Bidder delivers the signed Agreement to the Township, it must be accompanied by the required insurance certificate on the latest version of the ACORD 25 Certificate of Insurance form. Unless otherwise specified, the Contractor shall, at its sole cost and expense, maintain the following minimum types of insurance and limits as specified herein. South Middleton Township, its elected and appointed officers, and employees, are to be named as additional insured on all policies required herein, except Workmen's Compensation. The insurance shall provide for at least thirty (30) days prior written notice to be given to the Township in the event the insurance is materially changed, canceled, or non-renewed. Before starting work the Contractor shall furnish to the Township for its examination and approval of such policies of insurance with all endorsements, or a conformed specimen thereof certified by the agent of the insurance company, together with certificates of the insurance company of such insurance.

A. WORKMEN'S COMPENSATION – Statutory limit as required by the Commonwealth of Pennsylvania.

B. BUSINESS AUTOMOBILE – Covering Any Automobile (Symbol I)

Bodily Injury Liability and Property Damage Liability	\$1,000,000 (CSL)
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C. COMMERCIAL GENERAL LIABILITY (CGL)

General Aggregate Limit	\$1,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Expense Limit	\$ 5,000

## 7. Indemnification

Contractor and its sub-contractors, if any, successors and assigns, shall release, hold harmless, defend, and indemnify the Township, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against any and all damages, costs, claims, suits, demands, and expenses (including but not limited to reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of Contractor, its employees, sub-contractors, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction, in the performance of the requirements of this Agreement. Contractor shall defend any lawsuit commenced against the Township and shall pay any judgments and costs connected with such proceeding that are based upon the negligent acts, errors, or omissions of Contractor or its sub-contractors. If Contractor is successful in defending such a lawsuit, then the Township will reimburse Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action that can be properly brought against the Township as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, (42 Pa.C.S.A. § 8541 *et seq.*), and in accordance with such limits of liability set forth in the Act, along with payment for any withheld invoices. This Section 7 shall survive the termination of this Agreement.

## 8. Taxes

All taxes of whatsoever kind, nature, and description payable in respect to the performance of this Agreement are to be paid by Contractor unless otherwise provided by law.

The Successful Bidder is required to complete an Internal Revenue Service Form (W-9) providing the Successful Bidder's taxpayer identification number (TIN), address, and, if applicable, certification regarding backup withholding. The Successful Bidder must submit a completed (W-9) Form along with the executed Agreement. The Township may waive this provision in the event the Township is in possession of an accurate and up to date W-9 form.

## **9. Disputes**

Before any litigation is brought in connection with claims arising under this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request, unless the parties agree in writing to extend such time. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in Cumberland County Court of Common Pleas if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

## **10. Pennsylvania Right to Know Law.**

Contractor acknowledges and understands that any information received by the Township is subject to the Pennsylvania Right to Know Law, (65 P.S. § 67.101 *et seq.*) The Contractor duties regarding the Right to Know Law are continuing duties that survive the expiration of this Agreement. Contractor releases any and all claims, demands, suits, costs and/or expenses resulting from and/or arising out of, directly or indirectly, the release of any information pursuant to the Right Know Law.

## **11. Compliance with Laws**

All Work and/or Services performed under this Agreement shall conform to all applicable federal, state, and local laws, statues, ordinances or rules, including but not limited to the following:

- A. Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- B. Pennsylvania Solid Waste Management Act, (35 P.S. § 6018.101, *et seq.*)
- C. The Pennsylvania Human Relations Act, (No. 222 of 1955, as amended.)
- D. The Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994, as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
- E. The Pennsylvania Antbid-Rigging Act, (62 Pa.C.S.A. § 4501, *et seq.*) regarding contracts for the purchase of equipment, goods, services, or materials or for construction or repair let or to be let by a government agency.
- F. The Pennsylvania Right to Know Law, (65 P.S. § 67.101 *et seq.*)

## **SPECIFICATIONS**

### **Project: 2023 Municipal Solid Waste Hauling and Recycling Services for South Middleton Township**

#### **A. Specifications Applicable to Municipal Solid Waste Hauling and Recycling Services (hereinafter “Recycling”)**

##### **1. SCOPE OF WORK**

The scope of work under the Contract for Municipal Solid Waste Hauling consists of the collection and disposal in the manner herein described of all municipal solid waste (hereinafter “MSW”) from all residential establishments (including single-family and multi-family dwellings containing fewer than four [4] units) within the limits of the Township. The scope of work under the Contract for Recycling consists of the collection and marketing of the following recyclable materials: clear glass, colored glass, aluminum, steel and bimetallic cans, newsprint (glossy inserts included), junk mail, plastic, and corrugated cardboard. The items described herein shall be removed from all residential establishments (including single-family and multi-family dwellings containing fewer than four [4] units within the limits of the Township). Multi-family (dwellings containing four [4] or more units), commercial, institutional, municipal, and industrial establishments are not included under the Contract, except as otherwise specifically set forth.

##### **2. COLLECTION VEHICLES**

All collection vehicles used in the performance of the Contract shall be duly licensed and inspected by the Commonwealth of Pennsylvania and shall operate within the weight allowed according to federal, state, and local laws and regulations. Appropriate container vehicles shall be used that are in proper working condition and that prevent loss in the transit of liquid or solid cargo. All vehicles **MUST** be kept clean and free from offensive odors. All of the required equipment must be in and be maintained in proper working order. All vehicles must be clearly identified on both sides with Contractor’s name and telephone number.

##### **3. TIME FOR COLLECTION**

All collections shall be made between the hours of **5:00 AM** and **6:00 PM**, provided, however, that this shall not prevent the collection of materials on any emergency basis. The extension of the emergency hours shall at all times be subject to the approval of the Township. The Contractor shall collect all MSW and Recycling from each Township dwelling unit at least once per week. The days of week for such collection are discretionary. Collection of MSW and Recycling shall be made on the same day as the other in a given area of the Township.

Collection will not be made on the following Holidays: **NEW YEARS DAY, MEMORIAL DAY, JULY 4<sup>TH</sup>, LABOR DAY, THANKSGIVING DAY, and CHRISTMAS DAY**. Unless other arrangements are made by the Contractor with the approval of the Township, collection shall occur within 24 hours of the above-stated holidays. The Contractor is responsible for coordination of holiday pick-ups with the Township and the Township will advertise holiday pick-ups on its website.

The Township will refer all complaints concerning missed service to the Contractor. In case of missed service reported by the Township or a customer, the Contractor shall collect MSW or Recycling for the customer within **twenty-four (24) hours** after notification.

4. TOTERS TO BE PROVIDED BY CONTRACTOR

All **new** toters will be provided by the Contractor. The proposal shall be prepared based on providing one ninety-six (96) gallon toter for MSW and one sixty-four (64) gallon toter for Recycling to each Township customer. The toter for MSW shall be easily distinguishable from the toter for Recycling either through variations in color scheme or by explicit markings on the toters. The Contractor shall provide to the Township ten extra (10) ninety-six (96) gallon toters and ten extra (10) sixty-four (64) gallon toters to be stored at the Township in the event of damage, theft, or some other act that leaves a Township resident without a toter. Upon request, the Contractor will replenish this stock to be maintained at the Township.

All MSW and Recycling to be collected must be placed by customers at the designated location in time for collection by the Contractor. MSW and Recycling toters shall be placed for collection along the alley, public street, or private street abounding and abutting the property. MSW and Recycling toters shall be placed for collection at ground level on the property, not within the cartway of a street or alley, and accessible to the side or curb of the street or alley from which collection is made. The location for placement of toters for pick-up shall, to the greatest extent possible, be uniform and shall be determined by the Contractor with Township approval.

The Contractor shall retain ownership of all toters distributed by the Contractor pursuant to the Contract. The toters will be collected by the Contractor upon cancellation or termination of the Agreement. The Contractor shall exercise reasonable care in handling the toters and shall not willfully break, deface, or injure the same. All toters broken or destroyed by improper or careless handling by the Contractor shall be replaced by the Contractor at his/her/its own expense within twenty-four (24) hours.

5. MSW AND RECYCLING COLLECTED TO BE PROPERTY OF CONTRACTOR

From the time of placement of MSW and Recycling materials at the curb or a similar area for collection, those materials shall be and become the property of the Contractor. It shall be a violation of the Township's Recycling Ordinance No. 2019-01 (Section 309) for any person(s) not authorized by the Township to collect or pick up or cause to be collected or picked up any such recyclable material.

The Contractor shall dispose of all MSW and Recycling collected within the Township in a proper and workmanlike manner in conformity with all existing laws, rules, and regulations and at an approved disposal site. As the MSW and Recycling become the property of the Contractor at the time the materials are placed at the designated area, any failure of the Contractor to comply with existing laws, rules, and regulations shall be solely the liability of the Contractor and the Contractor agrees to indemnify, defend, and hold the Township harmless for any violations by the Contractor.

**B. Municipal Solid Waste Specifications**

1. SERVICE TO BE PROVIDED

The Contractor shall offer each Township resident (dwelling unit) a flat rate monthly charge for MSW of one ninety-six (96) gallon toter. This is known as the “flat rate service.” Billings to participating dwelling units will be on a quarterly basis. The Contractor shall deliver a new ninety-six (96) gallon toter cart for MSW to each Township dwelling unit.

Each Township dwelling unit can request within thirty (30) days of the commencement of the Contract to receive a toter of smaller volume (i.e. sixty-four [64] gallon or thirty-two [32] gallon if available). The flat rate service amount shall remain the same regardless of the size of toter used.

The Contractor shall also prepare a rate for Township residents who require more than one toter to accommodate their MSW. Although, in the event there is no special rate for more than one service to a Township resident, said Township residents will pay the same flat rate for every service/toter they require.

2. ALTERNATIVE SERVICE

Due to the preferences of certain Township residents, an alternative bid for trash bags “tags” available for advance purchase and distribution to all Township dwelling units selecting the “per bag service.” The “per bag service” shall be at a fixed price per bag. Under this service, the size of the trash bags shall not exceed thirty-three (33) gallons and fifty (50) pounds in weight. Those customers choosing the “per bag service” shall be required to purchase at least twelve (12) tags per year from the Contractor. Any extra tags may be purchased through the Contractor. The Contractor will be required to keep records of those customers purchasing tags and provide copies of those records to the Township.

3. SELECTION OF TYPE OF SERVICE

Within thirty (30) days of notification of the award, the Contractor shall offer to each Township dwelling unit the optional services (for option 1 only), if any, set forth in the bid accepted by the Township.

The Contractor shall be required to determine which optional service(s) have been selected by each Township dwelling unit. The method of notifying Township residents and the determination of what service(s) have been selected by each dwelling unit is with the discretion of the Contractor. However, records of notification and the selection by each dwelling unit must be kept and made available to the Township upon request.

The selection of the type of service (“flat rate service” or “per bag system”) and toter size will be made prior to commencement of the Contract. The selection made by each Township dwelling unit will be effective for one (1) year from the first day of the Contract period. Thereafter, the selection made will be deemed to continue year to year unless the dwelling unit notifies the Contractor, in writing, of a desire to switch the type of service being given.

Suspension of all collection services may be requested by any Township dwelling unit by providing the Contractor with written notice at least two (2) weeks prior to the effective date of the requested suspension.

Suspensions of service cannot be for a period less than thirty (30) days or more than sixty (60) days. Suspension of service will be allowed for unoccupied dwelling units only.

4. CARRY-OUT SERVICE

The Contractor shall provide, for the same price as the regular collection service or the optional service, whichever is applicable, a carry-out service to residents who possess disabilities that preclude them from taking MSW and Recycling to the designated location as described above. This service shall only be available to persons regarded as disabled under the Americans with Disabilities Act of 1990, whose dwelling unit does not have residing therein another individual capable of transporting MSW and Recycling to the designated location.

5. NON-MODIFICATION OF FLAT RATE SERVICE FEE

The approved flat rate service fee shall not be increased due to **any increase in Contractor's fuel costs or other operating or overhead expenses**, including, but not limited to, tipping, dumping, or disposal fees, except only if approved by the Board of Supervisors in its sole discretion.

6. BULK ITEM CLEAN-UP

The Contractor shall provide all equipment and personnel necessary to collect one (1) bulk item per customer per week. This service shall be provided to remove items too large or bulky to fit into a standard container or bag, and be provided during the same permitted hours and days as regular pickup service. The Contractor shall provide notice to the residents setting forth items that will not be collected under the Contract.

The Contractor shall provide sufficient equipment and personnel to remove all bulk items (i.e., furniture, appliances, maximum of one [1] tire without rim and other similar household items), and MSW collected under the regular service placed at the designated location as set forth above. The Contractor shall not be required to remove any item that two (2) employees are unable to lift onto a truck. The Contractor shall provide a carry-out service for bulk items in accordance with Paragraph 4 above.

The Township shall reserve the right to deem what items are to be picked up by the Contractor. The disposal of items containing Freon must be arranged directly with the Contractor and such items must be picked up within five (5) working days. Covered Devices, as defined below, are not accepted under bulk item clean-up or regular service.

7. TREE TRIMMINGS, BRUSH, AND YARD AND GARDEN WASTE

Tree trimmings, hedge trimmings, brush, and similar items **shall not be** collected by the Contractor. Yard and garden waste, including grass clippings, **shall not be** collected by the Contractor as a part of regular or optional MSW collection service.

8. TRASH SERVICE FOR FACILITIES OF THE TOWNSHIP

The Contractor shall provide MSW collection and disposal service, including the provision of a dumpster, free of charge, to the Township at a minimum of six (6) sites to be determined by the Township. Said

dumpsters shall be located at each site by the Contractor unless otherwise directed by the Township and shall be no smaller than four (4) cubic yards unless agreed upon by the Township. The Contractor shall receive written notice designating the locations for the aforesaid dumpster sites. One dumpster will be placed at Citizen's Fire Co. No.1, Station 2- Village Station.

### C. Recycling Specifications

#### 1. SERVICE TO BE PROVIDED

The Contractor shall offer each Township resident (dwelling unit) a flat rate monthly charge for Recycling of one sixty-four (64) gallon toter. This is known as the "flat rate service." Billings to participating dwelling units will be on a quarterly basis. The Contractor shall deliver a new sixty-four (64) gallon toter cart for Recycling to each Township dwelling unit.

Each Township dwelling unit can request within thirty (30) days of the commencement of the Contract to receive a Recycling toter of smaller volume (i.e., thirty-two [32] gallon). The flat rate service amount shall remain the same regardless of the size of toter used.

The Contractor shall also prepare a rate for Township residents who require more than one toter to accommodate their Recycling. Although, in the event there is no special rate for more than one service to a Township resident, said Township residents will pay the same flat rate for every service/toter they require.

#### 2. EDUCATION

It is the intent of the Township to establish public information and education programs concerning Recycling program features and requirements in accordance with the law of the Commonwealth of Pennsylvania and in accordance with the education requirements necessary for any grants to the Township. The Contractor shall be responsible for providing all necessary information to comply with any and all requirements of existing laws, rules and regulations, as well as all requirements imposed by any grant or program that the Township is a recipient of or involved in. Additionally, at least once each Contract year, not less than two (2) weeks prior to the start of the Contract year, the Contractor will prepare and distribute to each and every dwelling unit under the Contract a brief explanation of the Recycling program setting forth the materials to be recycled and how those materials are to be prepared for collection. The Contractor shall prepare and distribute to each and every dwelling unit under the Contract an explanation of any amendments to the Recycling program during the term of the Contract. Prior to distribution, all education materials must be approved by the Township.

#### 3. RECYCLABLES COLLECTION AND MARKETING SERVICES FOR FACILITIES OF THE TOWNSHIP

The Contractor shall provide recyclables collection and marketing, including any dumpsters or containers, free of charge, to the Township at a minimum of five (5) locations. Said dumpsters shall be located at each site and shall be no smaller than four (4) cubic yards unless otherwise agreed upon by the Township. Other Recycling containers or toters shall be provided at the request of the Township, and shall be agreed upon by the Recycling Coordinator and the Director of Public Works.

## **D. Definitions**

**ALUMINUM CANS** - All food and beverage containers consisting of aluminum, excluding aluminum foil, trays, plates, and miscellaneous aluminum products.

**BIMETALLIC CANS** - All food and beverage containers consisting of a steel (ferrous) cylinder bottom and aluminum top.

**CARDBOARD** - Layered paper or cardboard in which one (1) or more layers is pressed into parallel grooves or ridges and which is normally used for wrapping, packing, shipping, and/or storage of dry materials. This would also include boxes used for the packaging of cereal, pasta, etc. All such corrugated cardboard shall be broken down and placed in the Recycling toter.

**COVERED DEVICES** - As per Act 108 of 2010 (Covered Device Recycling Act), desktop computers, tablets, laptop computers, computer monitors, computer peripherals, televisions and e-readers that have a browser and internet connection **are not part of this Contract**.

**GLASS** - All empty bottles, jars, or other containers made of clear, green, or brown glass. This includes all food and beverage containers made of glass. Excluded are blue glass, ceramics, light bulbs, pottery, and flat glass commonly known as window or plate glass.

**JUNK MAIL** - Pamphlets, fliers, and other mail.

**NEWSPRINT** - Paper commonly having printed thereon news and other matters of public interest, including magazines, and periodicals.

**PLASTICS** - All food, beverage, and detergent containers comprised of the following resins:

- #1 Polyethylene Terephthalate (PETE)
- #2 High Density Polyethylene (HDPE)
- #3 Vinyl
- #4 LDPE Low-Density Polyethylene
- #5 PP Polypropylene
- #6 PS Polystyrene
- #7 other mixed plastics

**STEEL CANS** - All food and beverage containers consisting of steel.

## NON-DISCRIMINATION NOTICE

During the term of the Agreement, the Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- B. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.
- D. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, Contractor shall then employ and fill vacancies through other non-discrimination employment procedures.
- F. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for Commonwealth of Pennsylvania contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- G. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Pennsylvania Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to § 49.35 (relating to information concerning compliance by contractors). If Contractor does not possess documents or records reflecting the

necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

- H. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- I. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, (16 Pa. Code Chapter 49.)
- K. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

**BIDDER AFFIDAVIT**

The Specifications and all papers required by it and submitted herewith, the Agreement, 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:

- A. That he/she/it has carefully examined the Proposal, the Agreement, and the Specifications.
  - B. That no officer, agent, or employee of South Middleton Township is personally interested directly or indirectly in this Proposal and the accompanying Agreement or the compensation to be paid herein under.
  - C. 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
  - D. That should this Proposal be accepted by South Middleton Township within sixty (60) days after the opening of bids, he/she/it will execute the Agreement and furnish any other documents within the time and in the forms and amount required by the Agreement and Specifications, and that upon his/her/its failure, neglect or refusal to do so, he/she/it shall forfeit to South Middleton Township the Bid Security, not as a penalty, but as liquidated damages.
- 

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

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Phone #

### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S.A § 4501, *et seq.*, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and 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 CONTINUED**

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Township of South Middleton of the true facts relating to the submission of bid for this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Company Position)

SWORN AND SUBSCRIBED  
BEFORE ME THIS

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
(Date)

**BIDDER'S QUESTIONNAIRE**

All questions must be answered and the dates given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets with supporting documentation, if applicable. The Bidder may submit additional information if desired. The signer of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

For: South Middleton Township  
 52 Park Drive  
 Boiling Springs, PA 17007

Project: **2023 Municipal Solid Waste Hauling and Recycling Services for South Middleton Township**

Submitted by:

(Bidder's Full Name) \_\_\_\_\_

(Full Address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Phone Number) \_\_\_\_\_

(State of Incorporation) \_\_\_\_\_

1. State the number of years your organization has been in business under your present business name and engaged in the type of work called for in this Bid.

\_\_\_\_\_

2. List three (3) similar contracts your organization has entered into within the last five (5) years with at least three (3) different organizations. Include project description, date, Owner, contact, and phone number of Owner's contact, as applicable.

	Project	Date	Owner	Contact	Owner's Contact Phone Number
1					
2					
3					

3. Have you or any officer or partner of your organization ever requested protection under Federal Bankruptcy Laws? Y \_\_\_\_\_ N \_\_\_\_\_

If so, state the name of the organization and/or individual and when protection was requested.

4. Are you or your company involved in any litigation within the past five (5) years?  
Y\_\_\_\_\_N\_\_\_\_\_

If so, provide citations to the relevant filings.

5. Please provide the experience and qualifications of the management team directly responsible for the day to day operations of the waste facility. Include a description of the facility's management personnel and for each a description of their industry experience, training, and responsibilities.
6. Please provide the physical address of the facility.

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7. Please provide the normal work hours the facility is open for business Monday through Sunday.

Monday to Friday \_\_\_\_\_

Saturday \_\_\_\_\_

Sunday \_\_\_\_\_

In addition, please provide any and all regularly scheduled holidays that the facility is closed or has limited hours.

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8. The undersigned hereby authorizes the Township and its representatives to contact former clients and / or references to discuss the bidder's performance and / or qualifications. Bidder hereby expressly releases the Township of South Middleton, its agents, attorneys, engineers, representatives, board members, heirs, and assigns from any and all rights, losses, damages, claims, actions or causes of action, whether in

contract or tort, law or equity, whether known or unknown, suspected or unsuspected, which the Bidder ever had, now has, or will have against the Township of South Middleton, former clients and / or references related to the discussion in any manner of the Bidder's performance and / or qualifications.

Dated at this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

By:

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

\_\_\_\_\_  
(Please Print Signature)

\_\_\_\_\_  
Title

If the Bid is a joint venture or partnership, add additional forms of execution for each number of the joint venture in the appropriate form or forms as above.

**END OF BIDDER'S QUESTIONNAIRE**

**BID BOND**

SURETY (Name and Address):

BIDDER (Name and Address):

OWNER (Name and Address):

**South Middleton Township**  
520 Park Drive  
Boiling Springs, PA 17007

PROJECT

**2023 Municipal Solid Waste Hauling and Recycling Services for South Middleton Township**

Bid Date:

Project Identification:

Municipal Solid Waste/Recycling Services

Contract Number and Identification:

BOND

Date:

Amount:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the full face amount of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award, provided that the time for issuing Notice of Award shall not in the aggregate exceed one hundred twenty (120) days from Bid opening date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid opening date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the first page of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

**(If Bidder is an Individual)**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

**(If Bidder is a Partnership - All General Partners Must Sign)**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

**(If Bidder is a Corporation)**

Attest:

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

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

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

\_\_\_\_\_  
Signature of  
President or Vice President

Type or print name below each signature.

**(Corporation Surety)**

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

\_\_\_\_\_  
Address of Office

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of 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.

Type or print name below each signature.

**NOTE: Substitute Bid Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.**

**END OF PROPOSAL BOND**

## **PROPOSAL**

DATE \_\_\_\_\_

### **Project: 2023 Municipal Solid Waste Hauling and Recycling Services for South Middleton Township**

#### **ARTICLE 1 - BID RECIPIENT**

- 1.01 This Bid is submitted to:  
South Middleton Township  
520 Park Drive  
Boiling Springs, PA 17007  
Attn: Ali Wood, Recycling Coordinator
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Township in the form included in the Bidding Documents to perform the services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding Documents.

#### **ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Bidding Documents, including but not limited to the Notice / Advertisement, Instructions to Bidders, and General Terms and Conditions, including without limitation those dealing with the disposition of Bid security, if applicable, and any and all agreements and/or contracts entered into by the Bidder and Township. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Township.

#### **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents, as set forth in the Bidding Documents, that Bidder has:
- A. examined and carefully studied the Bidding Documents, including but not limited to any Addenda, and the related data identified in the Bidding Documents;
  - B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress, or the performance of the Service, Bidder has visited South Middleton Township to become familiar with the local conditions;
  - C. became familiar with and satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, or the performance of the service;
  - D. has carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to South Middleton Township, with the Bidding Documents;
  - E. promptly gave the Township written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Township is acceptable to Bidder; and
  - F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the service.

**ARTICLE 4 - BASIS OF BID**

4.01 Bidder will perform the Service as noted below in accordance with the Bidding and Bidding Documents (indicate quantity where none is currently given) at the following FIRM prices:

Estimated User Counts are used for bid unit price comparison only and are in no way guaranteed to accuracy. The user count of 5,113 was used from records given from the existing waste hauler with the breakdown of 511 dwelling units electing the "Bag System" and 4,602 dwelling units electing the "Flat Rate System." Comparison counts were arrived at to compare bid unit prices and establish bid and performance security amounts by the following computations:

Annual bag count = 511 dwelling units x 12 tags = 6,132

Annual flat rate count = 4,602 dwelling units x 52 weeks = 239,304

**OPTION 1:**

**PRICES FOR THE FLAT RATE SYSTEM WITH RECYCLING:**

\* Contractor provides toters as detailed in Specifications

1<sup>st</sup> YEAR PER MONTH \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

2<sup>nd</sup> YEAR PER MONTH \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

3<sup>rd</sup> YEAR PER MONTH \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

\*OPTIONAL 4<sup>th</sup> YEAR PER MONTH \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

\*OPTIONAL 5<sup>th</sup> YEAR PER MONTH \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

**PRICES FOR THE PER BAG SERVICE WITH RECYCLING:**

\* Contractor provides bags as detailed in specifications

1<sup>st</sup> YEAR PER BAG \$ \_\_\_\_\_ Total \$ \_\_\_\_\_ PER ADDITIONAL BAG \$ \_\_\_\_\_

2<sup>nd</sup> YEAR PER BAG \$ \_\_\_\_\_ Total \$ \_\_\_\_\_ PER ADDITIONAL BAG \$ \_\_\_\_\_

3<sup>rd</sup> YEAR PER BAG \$ \_\_\_\_\_ Total \$ \_\_\_\_\_ PER ADDITIONAL BAG \$ \_\_\_\_\_

\*OPTIONAL 4<sup>th</sup> YEAR PER BAG \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

PER ADDITIONAL BAG \$ \_\_\_\_\_

\*OPTIONAL 5<sup>th</sup> YEAR PER BAG \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

PER ADDITIONAL BAG \$ \_\_\_\_\_

**OPTION 2 (totter service only):**

**PRICES FOR THE FLAT RATE SYSTEM WITH RECYCLING:**

\* Contractor provides totters as detailed in Specifications

1<sup>st</sup> YEAR PER MONTH \$\_\_\_\_\_ Total \$\_\_\_\_\_

2<sup>nd</sup> YEAR PER MONTH \$\_\_\_\_\_ Total \$\_\_\_\_\_

3<sup>rd</sup> YEAR PER MONTH \$\_\_\_\_\_ Total \$\_\_\_\_\_

\*OPTIONAL 4<sup>th</sup> YEAR PER MONTH \$\_\_\_\_\_ Total \$\_\_\_\_\_

\*OPTIONAL 5<sup>th</sup> YEAR PER MONTH \$\_\_\_\_\_ Total \$\_\_\_\_\_

**ARTICLE 5 — TIME OF COMPLETION**

5.01 Bidder agrees that the performance of the services will conform to the schedule set forth in the Agreement.

**ARTICLE 6 - ATTACHMENTS TO THIS BID**

6.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid Bond
- B. Required Bidder Questionnaire, with supporting data if required; and
- C. Required Non-Collusion Affidavit and Bidder Affidavit.
- D. Required Letter from a licensed and insured recycling center certifying ability to accept all recyclable materials collected in accordance with this Bid

The undersigned does further declare that the statements and representations made in this Proposal are true in every respect and that said Proposal is in all respects fair and made without collusion or fraud, and that no member of the Township Board of Supervisors or any agent or employee of the Township directly, or indirectly is interested in this Proposal, or in any portion of the profits expected to accrue therefrom.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name of person familiar with proposal \_\_\_\_\_

\_\_\_\_\_

Phone number \_\_\_\_\_

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the “Effective Date”) by and between South Middleton Township, a township of the second class organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the “Township”) and \_\_\_\_\_ (hereinafter the “Contractor”).

### WITNESSETH:

**WHEREAS** the Township has authorized the performance of certain services in accordance with the Specifications hereto attached and made a part hereof; and

**WHEREAS** the Contractor has submitted to the Township a Proposal for **2023 Municipal Solid Waste Hauling and Recycling Services for South Middleton Township** in conformity with the Bidding Documents, including Specifications, hereto attached and made a part hereof; and

**WHEREAS** the Township, after due consideration and appropriate action, has decided to award a Contract to the Contractor in accordance with said Proposal.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that the Township and the Contractor in consideration of the requirements, terms, and conditions of the said Specifications, General Terms and Conditions, and the offers, promises, and representations made by the Contractor in said Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, intending to be legally bound, do hereby agree as follows:

### **Article 1 – Basis of Agreement**

The above recitals are incorporated herein by reference thereto and made a part of this Agreement.

The parties hereto recognize that the Bidding Documents are the basis of this Agreement, and the parties accept the same, and declare that there are no understandings, representations, or promises, written or verbal, having any bearing on this Agreement that are not expressed in said Bidding Documents, Contractor's Proposal, and/or written in this Agreement.

The Bidding Documents include the following documents issued under the title “Specifications, Proposal and Bidding Documents for 2023 Municipal Solid Waste Hauling and Recycling Services for South Middleton Township”: all Bidding Documents, as defined in the Instructions to Bidders and including but not limited to the said Specifications and any Addenda (if released); the Bidder’s completed Proposal and any required attachments; and any and all written Amendment(s), Change Orders(s) and Notice to Proceed if issued after the Effective Date of this Agreement, which said Bidding Documents are incorporated into this Agreement by reference.

### **Article 2 – Work / Services**

The Contractor agrees to furnish all labor, superintendence, materials, necessary equipment, other utilities and facilities, and to otherwise perform all Work and/or Services as included in the Proposal and to faithfully perform and complete all obligations connected therewith in full conformity with said Bidding Documents, including but not limited to the Specifications and Bidder’s Proposal, and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed, the Township agrees to pay the Contractor and the Contractor agrees to accept from the Township in full settlement therefor, the total sum or contract price of lawful money of the United States of America, at the time, in the manner, and under the conditions named in said Bidding Documents, and as listed in the Proposal.

### **Article 3 – Time is of the Essence / Contract Times & Term**

All times set forth for the completion of the services relating thereto is of the essence of the Agreement. The Agreement shall begin on the Effective Date and terminate on March 2, 2026. In the sole and absolute discretion of the Township, the Township may decide, on or before January 1 of the final contract year or first option year to extend the Contract for one year under the pricing in the proposal for the applicable year. To the extent provided in the General Terms and Conditions relating to disputes, applicable provisions herein shall continue in effect after expiration or termination, including early termination prior to the standard expiration date of the term, to the extent necessary to enforce or complete the duties, obligations, or responsibilities arising prior to termination, repayment of any money due and owing to either party pursuant hereto, and indemnifications specified hereto.

#### **Article 4 – Standard of Care**

The standard of care applicable to Contractor’s services will be the degree of skill and diligence normally employed by professionals performing the same or similar services in the Commonwealth of Pennsylvania at the time said services are performed. The Contractor will re-perform any services not meeting this standard without additional compensation.

#### **Article 5 – Contract Price and Payment Procedures**

The Contractor shall bill the customer for performance of the services relating to the Work and/or Services in accordance with the General Terms and Conditions, as provided in the Contract Documents as follows:

- 1 – The prices as stated in Contractor’s Bid for Option # \_\_\_\_\_.

All invoicing and payments shall be processed in accordance with Section 5 of the General Terms and Conditions.

#### **Article 6 – Liquidated Damages**

The Contractor shall agree, in addition to any other remedies available to the Township, that the Township may require credits to customer accounts from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations.

The following acts or omission shall be considered a breach of contract:

- A. Failure to respond to legitimate service complaints within twenty-four (24) hours, in a reasonable and professional manner - \$25.00/incident/per day
- B. Failure to collect properly notified missed collections - \$25.00/incident/per day
- C. Failure to clean up spills (i.e. dumping of garbage or recycling on the ground) during collection operations - \$100.00/incident/per day
- D. Failure otherwise to follow the requirements of the Bidding Documents - \$50.00/incident/per day

The Township shall create a log of all complaints received from the customers and, in addition to notifying the Contractor promptly of the complaint in order to have the complaint rectified, will send the log electronically to the Contractor once per quarter, at least three (3) weeks prior to invoices being sent by the Contractor, so that the Contractor can credit the accounts of the customers in accordance with the liquidated damages set forth above. Notice shall be sent to the Township of all credited accounts.

#### **Article 7 – Independent Contractors**

Any services to be performed by the Contractor or its sub-contractors, if any, under this Agreement are provided as independent contractors. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the services for the service to be performed pursuant to this Agreement shall at all times and places be subject to the Contractor’s sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it, its employees, and sub-contractors perform the services. The Contractor does not have the power or authority to bind the Township in any promise, agreement, or representation unless the Township expressly provides a written agreement to do so.

The Contractor also hereby represents and warrants that it and any sub-contractors have and will continue to maintain all licenses and approvals required to conduct its business and to provide the services as required pursuant to this Agreement.

#### **Article 8 – Contractor’s Representations**

In order to induce the Township into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Bidding Documents and any and all other related data as identified in the Bidding Documents, including any technical data;
- B. If specified, or if in Contractor’s judgment, any local condition may affect cost, progress, or the performance of the services, Contractor has visited the Township of South Middleton to become familiar with the local conditions and is satisfied as to the local conditions that may affect cost, progress, or the performance of the services;
- C. Contractor is familiar with and satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, or the performance of the services;
- D. Contractor has carefully studied and correlated the information known to Contractor, and information and observations obtained from Contractor’s visits, if any, to the Township of South Middleton, with the Bidding Documents;
- E. Contractor promptly gave the Township written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Bidding Documents and the Bidding Documents and confirmed that the written resolution thereof by the Township is acceptable to Contractor;
- F. Contractor determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the services;
- G. Contractor is in good standing with its State of Incorporation and authorized to conduct business in the Commonwealth of Pennsylvania.
- H. Contractor is authorized to enter into this Agreement and the individual signing on behalf of Contractor is authorized to bind the Contractor to the terms set forth herein; and
- I. Contractor shall and will maintain any and all permits, licenses, and certifications as needed to perform the services or do work as described herein.

#### **Article 9 – Applicable Law / Venue / Jurisdiction**

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue and jurisdiction of any action brought hereunder, upon the conclusion of mediation as set forth in the General Terms and Conditions, shall be in Cumberland County Court of Common Pleas.

#### **Article 10 – Entire Agreement / Amendments**

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. This Agreement cannot be modified, except by a written document signed by the parties hereto. The Township Board of Supervisors’ approval at a public meeting shall be required to amend this Agreement unless otherwise delegated to its designees.

#### **Article 11 – Remedies**

No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or unless otherwise stated herein. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof. Notwithstanding the foregoing, Contractor waives any and all claims to consequential, incidental, compensatory, or punitive damages that may arise out of and/or resulting from this Agreement, including but not limited to loss of anticipated profits or revenue or other economic loss in the event this Agreement is terminated. Further, Contractor agrees that Contractor’s sole remedy for any claim arising out of or relating to this Agreement shall be payment for services rendered prior to any

termination of the Contract, provided however that the Township may offset any amount owed to Contractor for services rendered by Contractor prior to termination of the Agreement for any damages, and/or costs suffered and/or incurred by the Township as a result of any breach or failure by Contractor.

**Article 12 – Severability**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

**Article 13 – Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

**Article 14 – Interpretation**

Each party to this Agreement has been afforded the opportunity to review this Agreement with their own respective legal counsel. Therefore, this Agreement shall not be construed in favor for or against either party.

**Article 15 – Successors and Assigns**

The Township and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Bidding Documents.

**Article 16 – Assignment**

No assignment by a party hereto of any rights under or interests in the Bidding Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Bidding Documents .

**Article 17 – Termination / Suspension**

Should the Contractor fail to perform the Work and/or Services to the satisfaction of the Township or to comply with any of the provisions of the Agreement, the Township may terminate the Agreement for cause upon seven (7) days’ written notice of intent to terminate to the Contractor. Contractor’s services will not be terminated if the Contractor begins within seven (7) days after receipt of the notice of intent to terminate to correct and cure the deficiencies set forth in said notice and Contractor proceeds in a diligent manner to cure such deficiencies within no more than fifteen (15) days after receipt of said notice, unless the Township in its sole and absolute discretion extends such time to cure in writing. Notwithstanding the foregoing, Contractor shall have no right to cure if liquidated damages assessed by the Township exceed one thousand dollars (\$1,000) in any given year.

Notwithstanding the foregoing, the Township may terminate this Agreement without cause and without prejudice to any other right or remedy of the Township upon seven (7) days’ written notice to Contractor.

Contractor may only terminate this Agreement in the event the Township is in default and fails to cure said default within one hundred eighty (180) days from the date the Township receives written notice from Contractor, which said notice shall set forth the alleged default.

In the event that the Township terminates the Contract as provided for herein, Contractor agrees that Contractor shall not be paid an amount of loss of anticipated profits or revenue or other economic loss arising out of and/or resulting from such termination. Contractor agrees that its sole remedy shall be payment for services rendered prior to termination of the Contract, provided however that the Township may offset any amount owed to the

Contractor for services rendered by Contractor prior to termination for any damages, and/or costs suffered and/or incurred by the Township as a result of any breach or failure by Contractor.

The Township has the right to suspend performance of the Agreement, at any time and without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension, as determined by the Township in its sole and absolute discretion.

**Article 18 – Non-Discrimination**

The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the Services of the Contractor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**Article 19 – Effective Date**

As used herein, the “Effective Date” shall mean March 2, 2023.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date first above written.

**(If Contractor is an Individual)**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

\_\_\_\_\_  
Date

**(If Contractor is a Partnership - All General Partners Must Sign)**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Date

**(If Contractor is a Limited Liability Company - All General Partners / Members Must Sign)**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address of Company

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of General Partner / Member

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of General Partner / Member

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of General Partner / Member

\_\_\_\_\_  
Date

(If Contractor is a Corporation)

Attest:

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

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

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

\_\_\_\_\_  
Signature of  
President or Vice President

\_\_\_\_\_  
Date

Attest:

**SOUTH MIDDLETON TOWNSHIP**

520 Park Drive  
Boiling Springs, PA 17007

\_\_\_\_\_  
Jarrett Sweeny

\_\_\_\_\_  
**Bryan Gembusia**

Township Secretary

**Chairman of the Board of Supervisors**

\_\_\_\_\_  
**Date**

**END OF AGREEMENT**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENT**, that we

\_\_\_\_\_, as Contractor,

and \_\_\_\_\_, a corporation incorporated under the laws of the State of \_\_\_\_\_, as surety, are jointly and severally held firmly bound unto South Middleton Township Board of Supervisors, a Municipal Corporation of the Commonwealth of Pennsylvania, with its principal office at 520 Park Drive, Boiling Springs, Cumberland County, Pennsylvania, 17007 (herein referred to as “the Township”), in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, to be paid to the said Township, in payment well and truly made, we do bind ourselves, our successors, assigns, heirs, executors and administrators, jointly and severally, firmly by these present.

**WHEREAS**, the above bounded Principal will be providing certain Municipal Solid Waste/Recycling Services to the Township of South Middleton, the Contract for which Municipal Solid Waste/Recycling Services require the posting of financial security to ensure that the Municipal Solid Waste/Recycling Services are provided as set forth in the Agreement.

**NOW THEREFORE**, the condition of this obligation is such that if the above bounded Principal, as Contractor shall in all respects comply with the Contract for Municipal Solid Waste/Recycling Services then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

The Performance Bond may be drawn upon by the Township if a notarized statement signed by a Township representative is presented to the surety stating that the Contract for Municipal Solid Waste/Recycling Services has not been completed as required. This Performance Bond must be presented at the time of any drawing hereunder.

The bond shall in all respects conform to the requirements of the laws of the Commonwealth of Pennsylvania and be in a form satisfactory to the Township.

**(If Contractor is an Individual)**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

**(If Contractor is a Partnership - All General Partners Must Sign)**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

**(If Contractor is a Corporation)**

ATTEST:

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

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(CORPORATE SEAL)

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

\_\_\_\_\_  
Signature of  
President or Vice President

Type or print name below each signature.

**(Corporation Surety)**

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

\_\_\_\_\_  
Address of Office

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of 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.

Type or print name below each signature.

**NOTE: Substitute Performance Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.**

**PAYMENT BOND**

CONTRACTOR (Name and Address):                      SURETY (Name and Address):

OWNER (Name and Address):                      **SOUTH MIDDLETON TOWNSHIP**  
520 Park Drive  
Boiling Springs, PA 17007

AGREEMENT    **2023 Municipal Solid Waste Hauling and Recycling**  
Amount:    **Services for South Middleton Township**  
Project Identification:

Contract Identification:                              Municipal Solid Waste/Recycling Services

**BOND**

Date:  
Amount: \$50,000.00

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless the Owner from all claims, demands, liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Work, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Article 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Article 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Article 4, the Surety shall promptly and at the Surety's expense take the following actions.
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
  - 6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or the Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant under this Section 6.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Work and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Work are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Work. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraphs 4.2.3 or 4.1, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the front page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the front page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions:
  - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Work. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or

equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Work, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

**(If Contractor is an Individual)**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

**(If Contractor is a Partnership - All General Partners Must Sign)**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

**(If Contractor is a Corporation)**

ATTEST:

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

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(CORPORATE SEAL)

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

\_\_\_\_\_  
Signature of  
President or Vice President

Type or print name below each signature.

**(Corporation Surety)**

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

\_\_\_\_\_  
Address of Office

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of 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.

Type or print name below each signature.

**NOTE: Substitute Payment Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.**

**END OF PAYMENT BOND**

**INSERT W-9 FORM HERE**  
**Four (4) Pages**