

**SPECIFICATIONS, PROPOSAL, AND CONTRACT**

For services in the Borough of Chambersburg for the following:

**2023-2025 Centralized Recycling Collection  
for the Borough of Chambersburg**

**ISSUED**

**October 24, 2022**

Bids for **Municipal Recycling Services**

as covered by attached specifications must be received by Town Council of the Borough of Chambersburg before 10:00 a.m., legal time, November 9, 2022, at the office of the Borough Secretary, 100 South Second Street, Second Floor, Chambersburg, Pennsylvania 17201.

**TOWN COUNCIL OF THE BOROUGH OF CHAMBERSBURG**

For further information please contact:  
Mr. Arnold Barbour, Operations Supervisor  
717-261-3213  
abarbour@chambersburgpa.gov

**NOTICE – SEEKING BIDS**

**Municipal Recycling Services**

The Borough of Chambersburg (the “Borough”) is accepting sealed bids for:  
**2023-2025 Centralized Recycling Collection Services for the Borough of Chambersburg**

A complete proposal packet may be obtained from:

Hannah Kauffman, Public Works Secretary  
Borough of Chambersburg  
100 South Second Street  
Chambersburg, PA 17201  
Phone: (717) 251-2417

A Pre-Bid meeting to discuss this Bid and Agreement will take place on November 2, 2022, at 10:00 a.m at the above address.

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 to 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 Borough prior to the Bid opening date.

The Town Council of the Borough of Chambersburg intends to award the contract to the overall lowest qualified and responsible Bidder, as determined by Town Council in the best interest of the Borough; 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 which it may deem to be for or in the best interest of the Borough.

Bids will be received at the above address until 10:00 a.m. on November 9, 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 Borough of Chambersburg”, bearing the name of the bidder and “**2023-2025 Centralized Recycling Collection Services**”. 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: Hannah Kauffman, Public Works Secretary, Borough of Chambersburg, 100 South Second Street, Chambersburg, PA 17201.

Bids may be taken under advisement and the award of the contract, if awarded, will be made within sixty (60) days after the date of the opening of the Bids. The Town Council reserves the right to formally accept a Bid and award a Contract by public announcement at a regular meeting of the Town Council.

The Borough of Chambersburg is an Equal Opportunity Employer. Minority and women owned business and those defined as socially and economically restricted businesses (SERBs) under State regulations are encouraged to submit proposals.

## INSTRUCTIONS TO BIDDERS

### 1. Project Overview

The Borough of Chambersburg (“the Borough”) is seeking bids from qualified bidders for the following service and as further described in the Specifications herein:

#### **2023 – 2025 Centralized Recycling Collection Services for the Borough of Chambersburg**

The Borough intends to award a three (3) year agreement to begin on the first Monday in January 2023 and to end on the first Friday of January 2026, with options, in the sole and absolute discretion of the Borough, to extend the agreement for up to two additional years to end on the first Friday of January 2028. Said agreement shall be for the exclusive right and privilege of collecting and marketing recyclable material from one centralized location within the Borough. Such recycling pickup as further described in the Specifications, is designed with the intention to: (1) maximize residential/commercial participation; (2) maximize the amount of recyclable materials collected; and (3) reduce the amount of waste sent to the landfill.

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 / Sexual Harassment Clause
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder’s Questionnaire
- Proposal
- Agreement
- W-9 Form
- Confirmation of Receipt of Bidding and Contract Documents
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)

### 3. Copies of Bidding Documents

A complete set of Bidding Documents may be obtained by the Bidder at:

**Borough of Chambersburg, 100 S. Second Street, Chambersburg, PA 17201.**

The Bidding Documents may also be obtained electronically at [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us). All prospective bidders who obtain the Bidding Documents electronically must fax a “Confirmation of Receipt” form no later than 9:00 a.m. on November 9, 2022, to Hannah Kauffman at (717) 264-0224.

Complete sets of the Bidding Documents shall be used in preparing the Bid. The Borough does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

#### **4. Contractor**

The Successful Bidder will be known as the Contractor. The Successful Bidder to whom a contract (the "Agreement") is awarded will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable Borough ordinances, rules, and regulations. This requirement includes, but is not limited to, 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, the 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 Borough 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 Borough upon debt or contract, or who is in default, as surety or otherwise, upon any obligation to said Borough, or whose work has heretofore proven 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 Mr. Arnold Barbour, Operations Supervisor, at 717-261-3213, or [abarbour@chambersburgpa.gov](mailto:abarbour@chambersburgpa.gov) at least five (5) days prior to the Bid submission deadline.

The Borough may issue Addenda if deemed necessary by the Borough to address and/or clarify the Bidding Documents prior to the Bid submission deadline. Questions received after five (5) days prior to the Bid submission deadline 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 Failure of a bidder to acknowledge receipt of any such Addendum with its Bid, as documented in a "Receipt of Addenda" form, will be construed as though the Addendum had been received and acknowledged.

#### **7. Proposal Form**

The Bid price on the Proposal form must be stated in numerals and words. Subject to the Borough'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 lower number.

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. The Borough’s tax exemption certificate will be furnished to the Contractor. The Borough 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 legal advice to determine how, and to what extent, the Borough’s tax exemption may be utilized by the Contractor. The Borough will provide, at the Contractor's request, documentation required to obtain applicable tax exemptions.

## **8. 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 Borough of Chambersburg”, bearing the name of the bidder and “**2023-2025 Centralized Recycling Collection Services**”. 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: Hannah Kauffman, Public Works Secretary, Borough of Chambersburg, 100 South Second Street, Chambersburg, PA 17201. The Bidder is solely responsible for delivering Bid to the Borough 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
- 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 to 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 Borough 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 the Bidder's judgment, any local condition may affect cost, progress, or performance of the services, visit the Borough of Chambersburg 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 the Borough of Chambersburg, with the Bidding Documents;
- E. promptly give the Borough 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 Borough 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.

**9. 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.

**10. Bids to Remain Subject to Acceptance**

Bids shall remain open for a period of sixty (60) 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 Borough 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 Borough and the apparent Successful Bidder.

**11. Award of Contract**

The Borough 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 Borough, in its sole and absolute discretion, believes that it would not be in the best interest of the project to make an award to that Bidder, either because the Bid is not responsive, the Bidder is unqualified or of doubtful financial ability, or the Bid or Bidder fails to meet any other pertinent standard or criteria established by the Borough.

The Town Council of the Borough of Chambersburg intends to award the Contract to the overall lowest responsible Bidder, as determined by Town Council in its sole and absolute discretion to be in the best interest of the Borough.

In evaluating Bids, the Borough may conduct such investigations as the Borough, 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 Borough's satisfaction within the prescribed time. The Borough reserves the right to interview Bidders.

If the Contract is to be awarded, the Borough 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 Borough may waive this provision in the event the Borough is in possession of an accurate and up to date W-9 form for the Successful Bidder

**12. Signing of Agreement / Contract**

When the Borough 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 Borough the four (4) signed counterparts of the Agreement accompanied by the Performance Bond, the Payment Bond, the required insurance certificate(s), and a completed W-9 form. The Agreement may be terminated or void, at the sole and absolute discretion of the Borough, if the apparent Successful Bidder does not execute and deliver to the Borough the Agreement and the 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 Borough.

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

The Borough 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 Borough or its agents.

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

Should the Contractor fail to perform the Work and/or Services to the satisfaction of the Borough or to comply with any of the provisions of the Agreement, the Borough 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 of receipt of said Notice, unless the Borough in its sole and absolute discretion extends such time to cure in writing.

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

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

In the event that the Borough 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 Borough 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 Borough as a result of any breach or failure by Contractor.

The Borough 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 Borough 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 breach of the Agreement. Additional permit requirements may be set forth in the Specifications.



**5. Invoices and Payment**

All payments will be processed through the Borough’s standard accounts payable system. The Contractor shall render one monthly invoice to the Borough on the 15<sup>th</sup> of each month for the preceding month’s work. The monthly invoice should be marked NET 30 DAYS.

If payment is not received by the Contractor within forty-five (45) days of invoice date, the Borough shall pay as interest an additional charge of one percent (1.0%) or the maximum allowable by law, whichever is less, of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If the Borough objects to any portion of an invoice, the Borough shall so notify the Contractor in writing within twenty (20) days of receipt of the invoice. The Borough shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Borough on all disputed invoiced amounts resolved in the Contractor’s favor and unpaid for more than forty-five (45) days after date of the notice of the dispute.

**6. Insurance**

When the apparent Successful Bidder delivers the signed Agreement to the Borough, it must be accompanied by proof of insurance 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 types of insurance and limits as specified below. The Borough of Chambersburg, its elected and appointed officers, and employees are to be named as additional insured on all policies required herein, except Workmen’s Compensation. In addition, all sub-contractors that Contractor may engage to perform services connected to the Agreement shall be required to maintain the insurance described below and shall provide proof of coverage to the Borough upon request. The insurance shall provide for at least thirty (30) days prior written notice to be given to the Borough in the event the insurance is materially changed, canceled, or non-renewed. Before starting work the Contractor shall furnish to the Borough for its examination and approval 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**

The Contractor and its sub-contractors, if any, successors, and assigns shall release, hold harmless, and indemnify the Borough, 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 the Contractor, its employees, sub-contractors, agents, servants, and/or anyone acting under the Contractor's control and/or the Contractor's direction, in the performance of the requirements of this Agreement. The Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts, errors or omissions of the Contractor or its sub-contractors. The Borough does not in any manner waive its rights and immunities provided by applicable law and/or regulation by entering into this Agreement. 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 the Contractor unless otherwise provided by law.

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

## **9. Disputes**

Before any litigation is brought pursuant to 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. 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 the Franklin 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.**

The Contractor acknowledges and understands that any information received by the Borough is subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.* The Contractor's 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, ordinance or rules, including but not be 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 – 2025 Centralized Recycling Collection Services for the Borough of Chambersburg**

1. The exclusive right and privilege of collecting and marketing all residential recyclable material (and those commercial and not-for-profit service locations with residential style recyclable material collection) in the Borough of Chambersburg will be given to the Contractor under a Contract entered into between the Borough and the Contractor. Chambersburg agrees on its part to prevent as far as lawful, any person other than the Contractor, from collecting, removing, transporting, disposing, or marketing any materials within the limits of Chambersburg, which, under these Specifications, the Contractor is required to dispose or market.
2. The Borough will perform the curbside collection of the recyclable materials throughout the Borough and will deposit the recyclable materials for temporary storage at one centralized location, to be determined by the Borough. The Borough will deposit the recyclable materials into a transfer trailer at the centralized location, which shall be provided by the Contractor.
3. The Contractor shall arrange for the removal of the recyclable materials described herein from the centralized temporary storage location on an as-needed basis, as requested by the Borough.
4. The Contractor shall have the sole duty to locate a recyclable materials processing facility where material collected from the Borough will be delivered and/or processed.
5. Upon delivery to a recyclable materials processing facility, the Contractor shall notify the Borough of the name, location, and contact information for the facility. The Contractor shall also provide documented confirmation of the materials accepted at the facility by weight and, if applicable, type of material.
6. **“Recyclable materials” shall include all of the following:**
  - A. Aluminum beverage cans
  - B. Steel food & beverage cans, aerosol cans, paint cans (all paint cans must be dry with no wet paint or liquid inside)
  - C. #1 through #7 Plastic Containers (all containers must be rinsed thoroughly to remove all food & contaminants) (Labels and neck rings may be left on the containers)
  - D. Office/Newsprint Paper, Paperboard & Cardboard: Recycle Any Size. Any Quantity (No packaging (Styrofoam, peanuts, plastic bubble wrap, plastic liners, etc.)):
    - a. All sizes of cardboard boxes
    - b. Clean pizza boxes
    - c. Food boxes (i.e. cereal & gelatin boxes)
    - d. EMPTY paper towel and toilet paper rolls
    - e. Paperboard packaging (i.e. tissue boxes)
    - f. Office paper (any color)
    - g. Shredded paper (in CLEAR plastic bags)
    - h. Newspapers and inserts
    - i. Magazines, catalogs, and brochures
    - j. Envelopes & junk mail
    - k. Paper bags
    - l. Phone books & other soft cover books
  - E. Other generally recyclable materials

- F. Clear, brown, blue, and green glass food & beverage containers (all containers must be rinsed thoroughly to remove all food & contaminants).
7. All collection vehicles used in 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. In the case of recycling, appropriate container vehicles shall be used that are in proper working condition and that prevent loss in 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 proper working order. All vehicles must be maintained in proper working order.

8. Vehicles used for the collection of recyclables shall be separate from those used for trash and shall be thoroughly cleansed, well painted, strongly built and equipped so that recyclable materials will not escape therefrom.
9. Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this Bid.
10. Contractor's personnel and any sub-contractor's personnel will be trained both in program operations and in customer service and Contractor shall insure that all personnel shall exercise reasonable care in the performance of their duties. Further, said personnel shall maintain a positive attitude with the public and in the workplace and shall:
  - A. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
  - B. Perform their duties in accordance with all existing federal, state and local laws, regulations, and ordinances, as amended from time to time.
  - C. Be clean and presentable in appearance, to the extent possible.
  - D. Drive in a safe and considerate manner.
  - E. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
  - F. Avoid damage to property.
  - G. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances, or while under the influence of alcohol and/or such substances.
  - H. Driver must be duly licensed in the Commonwealth of Pennsylvania with the appropriate class of Commercial Driver's License to legally operate the collection vehicle.
11. The Sanitation Department Operations Supervisor or Assistant Operations Supervisor will be the points of contact for the day to day operation of the program.
12. The Contractor and any sub-contractors shall be obligated to protect all public and private utilities and their components, including, but not limited to, power lines, water pipes, telephone poles, etc., whether occupying streets or public or private property. If such utilities are damaged by reason of the Contractor's or sub-contractor's operations, under the executed contract, he/she shall immediately notify the Borough. The Borough, in its sole discretion, shall either require the Contractor to arrange for repairs or replacement to be made or shall arrange for repairs or replacement to be made itself. In either case, the cost of the repairs or replacement shall either be paid by the Contractor or, if paid by the Borough, shall be deducted from any amount owed to the Contractor by the Borough.
13. The Contractor and any sub-contractors shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public

property, including, but not limited to, sod, mailboxes, which are damaged by the Contractor or any sub-contractors. Such property damage shall be repaired or replaced, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent quality and value at the time of the damage.

If the Contractor fails to address the repair or replacement of damaged property within forty-eight (48) hours, the Borough may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the Borough for any of its reasonably incurred expenses. The Contractor shall reimburse the Borough for any such expenses within ten (10) days of receipt of the Borough invoice. If the Contractor fails to reimburse the Borough within ten (10) days of receipt of the Borough invoice, the amount due shall be deducted from any amount owed to the Contractor by the Borough under the Agreement.

14. The price stipulated in the Proposal hereto attached shall cover the cost of all labor, material, equipment, containers, disposal costs, and any and all other costs and expenses needed to complete the Contract in all detail. The Contractor shall accept the price stated in the Bid hereto attached as full compensation for the recyclables collection and marketing. No additional payments or multipliers or surcharges shall be accepted. The Contractor shall render one single monthly invoice to the Borough of Chambersburg, in duplicate, on or before the 15th day of each month for the preceding month's work. The Contractor shall submit weight slips from the recyclable materials processing facility substantiating the amount of recyclable materials collected and processed. Payments are to be made within thirty days of the receipt of the invoice.
15. Contractor will keep accurate records consisting of an approved weight slip, or electronic equivalent, including the date, time, driver's identification, vehicle number, tare weight, gross weight, and net weight documenting each time Contractor collects the recyclable materials from the Borough. Collection vehicles will be weighed quarterly to obtain a tare weight. Paper or electronic versions of each weight ticket shall be maintained on file by the Contractor for at least three years in the event of an audit by the Borough.

The Contractor will report every six months the following information regarding the Borough recyclable materials quantities (in tons):

- Gross amounts of materials collected, by recyclable material;
- Net amounts of materials marketed, by recyclable material;
- Amounts of process residuals disposed; and
- Composition of process residuals disposed.

Semi-annual reports shall be due to the Borough by the 10th day of July and January for material collected by the Contractor during the preceding six months. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the Borough recycling programs (e.g., public education, re-education of unacceptable or non-targeted materials, etc.).

16. The Contractor shall maintain no business relationship with the customers of the Borough of Chambersburg Sanitation Department, may not bill them for any fee or charge, may not solicit them for any business or service, nor involve them in the invoicing or collection of penalties or chargeback as may be determined between the Borough of Chambersburg and the Contractor.

17. The Contractor may solicit or contract for solid waste or recycling collection with any commercial customer not a customer of the Borough of Chambersburg Sanitation Department but otherwise within the corporate limits of the Borough of Chambersburg.
18. The Borough shall not hold the Contractor responsible for failure to collect recyclables due to striking personnel at a disposal facility, landfill, transfer station, or recycling center over which the Contractor has no control. In the case of a strike at a recycling center, however, the Contractor shall immediately secure an alternative site to market recyclable materials. The Contractor shall be responsible for its striking personnel and shall take any and all measures necessary to fully perform the Contract during any strike or other labor problem.
19. The Contractor shall provide both the Sanitation Department Operations Supervisor and the Borough Secretary a cellular telephone number where the Contractor can be contacted. This number shall remain unpublished and is for administrative use only.
20. Should a piece of motorized equipment malfunction, fail, or break down, Contractor shall, within twenty-four (24) hours, replace or repair said equipment and finish all of that week's collections.
21. It is intended that all recyclable materials collected by the Contractor will go to recycling centers. The Contractor shall assure the Borough that adequate recyclable material processing capacity will be provided for material collected. The Contractor shall promptly notify the Borough of the name, location, and contact information of each processing facility that agrees to accept materials collected from the Borough and of any substantial change in these or subsequent plans for receiving and processing recyclable materials collected from the Borough.

Upon collection, the Borough Contractor or sub-contractor shall deliver the designated recyclable materials to a recyclable materials processing center or to an intermediate person to transport for processing at a recyclable materials processing center.

Contractor shall assure that no recyclable materials collected in the Borough are landfilled, composted, or incinerated except for process residuals, defined as those materials unable to be processed as recyclable at the recyclable materials processing center. The Contractor shall dispose of no more than 7% of material (by weight) as process residuals as part of the recyclable materials processing operations. No recyclable materials will be landfilled, composted, or incinerated by the Contractor without written authorization from the Borough.

22. The Contractor shall provide the Borough a written description of the means used to estimate process residuals derived from the Borough's recyclable materials. This written description shall be reviewed and approved in writing by the Borough. This written description shall be updated by the Contractor immediately after any significant changes to the processing facilities used by the Contractor.
23. The Borough will monitor the performance of the Contractor against goals and performance standards required within this Bid and in the subsequent Agreement. Substandard performance as determined in the sole and absolute discretion of the Borough will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the Borough, the Borough may initiate the contract termination procedures.

24. The Contractor shall provide written certification to the Borough that all recyclable materials identified will continuously be recycled and not disposed of in another fashion. Upon request, the Contractor shall provide the Borough with adequate documentation that all recyclable materials have been recycled.
25. The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses under this contract.
26. The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the resolution of all audit findings. Any clause relating to records retention shall survive the termination of the Agreement.
27. The Contractor agrees to comply with all applicable state and federal laws and regulations relating to data privacy or confidentiality. The Contractor must immediately report to the Borough any requests from third parties for information relating to the contract. The Borough agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the Borough, its officers, and its employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws. Only the company names of Contractors submitting proposals will be made public prior to the award of the contract. All proposal documents shall be held as confidential until the Borough Council awards a new contract and authorizes staff to execute the new contract.
28. All Contractor records with respect to any matters specified in this Bid and subsequent agreements shall be made available to the Borough or their duly authorized agents at any time during normal business hours as often as the Borough deems necessary to audit, examine, and make excerpts or transcripts of all relevant data. Any reports, information, data, etc., given to, prepared, or assembled by the Contractor under a future contract shall not be made available by the Contractor to any other person or party without the Borough's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, photographs, and reports prepared by the Contractor shall become the property of the Borough upon termination of the Borough's contract with the Contractor.



## **NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE**

During the term of the Contract, the Contractor (known herein as "Covered Entity"), sub-grantee, contractors, sub-contractors, suppliers, vendors, and professional service providers, agree(s) as follows:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any grant agreement, subgrant agreement, contract, or subcontract, the Covered Entity, a sub-grantee, a contractor, a subcontractor, or any person acting on behalf of the Covered Entity shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Covered Entity, any sub-grantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- C. The Covered Entity, any sub-grantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Covered Entity, any sub-grantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- E. The Covered Entity and each sub-grantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Covered Entity and each sub-grantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Covered Entity, any sub-grantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth or Borough, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency, Borough, and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- F. The Covered Entity, any sub-grantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to sub-grantees, contractors or subcontractors will be binding upon each sub-grantee, contractor or subcontractor.

G. The Covered Entity's and each sub-grantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Covered Entity and each sub-grantee, contractor and subcontractor shall have an obligation to inform the Borough if, at any time during the term of the Contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

H. The Borough may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Borough or granting agency may proceed with debarment or suspension and may place the Covered Entity, sub-grantee, contractor, or subcontractor in the Contractor Responsibility File.

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Name of Bidder, Corporation, Firm or Individual

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

---

Please Print Signature

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Title

---

Business Address of Bidder

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Phone #

**BIDDER AFFIDAVIT**

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The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned Bidder hereby represents as follows:

- A. That he/she has carefully examined the Proposal, the Contract, and the Specifications.
  
- B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this Proposal and the accompanying Contract 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 the Borough of Chambersburg within sixty (60) days 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 this Proposal shall be accepted within one hundred twenty (120) days from the date of Bid opening), he/she will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his/her failure, neglect, or refusal to do so, he/she shall forfeit to the Borough of Chambersburg the Proposal Security, not as a penalty, but as a liquidated damage.

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

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

\_\_\_\_\_  
Please Print 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 \_\_\_\_\_ (Name of Public Entity) 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:                   Borough of Chambersburg  
                           100 South Second Street  
                           Chambersburg, PA 17201

Project:             **2023 – 2025 Centralized Recycling Collection Services for the Borough of Chambersburg**

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 entities. 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, when bankruptcy protection was requested, the court where bankruptcy was filed, and the case number of the bankruptcy proceedings.

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

If so, provide citations to the relevant filings.

5. The undersigned hereby authorizes the Borough and its representatives to contact former clients and / or references to discuss Bidder's performance and / or qualifications. Bidder hereby expressly releases the Borough of Chambersburg, its officers, 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 Borough of Chambersburg, former clients and / or references related to the discussion in any manner of the Bidder's performance and / or qualifications.

Dated 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 member of the joint venture in the same form as above.

**END OF BIDDER'S QUESTIONNAIRE**



# PROPOSAL

DATE \_\_\_\_\_

**Project: 2023 – 2025 Centralized Recycling Collection Services for the Borough of Chambersburg**

## **ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to:

Borough of Chambersburg  
100 S. Second Street, Second Floor  
Chambersburg, PA 17201  
Attn: Hannah Kauffman

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Borough 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 Borough. 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 Borough.

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

3.01 In submitting this Bid, Bidder represents, as set forth in the Bidding Documents, that the 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. visited the Borough of Chambersburg to become familiar with the local conditions if it is specified or if it is in Bidder's judgment that any local condition may affect the cost, progress, or performance of the Service,
- C. become 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 the Borough of Chambersburg with the Bidding Documents;
- E. promptly given the Borough 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 Borough 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 Contract Documents at the FIRM prices listed below.

**\*Contractor shall submit prices for 2023, 2024, and 2025. Pricing for years 2026 and 2027 are optional, but the Borough will decide annually, in its sole and absolute discretion, whether the Agreement shall be extended years 2026 and 2027, respectively.**

**Per-Ton Fee for Centralized Pickup**

	Numbers	Words
<b>2023</b>		
<b>2024</b>		
<b>2025</b>		
<b>2026*</b>		
<b>2027*</b>		

**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 Bidder Questionnaire, with supporting data if required; and
- B. Required Non-Collusion Affidavit and Bidder Affidavit.

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 Borough Council or any agent or employee of the Borough 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 \_\_\_\_\_ 2022 (the “Effective Date”) by and between the Borough of Chambersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the “Borough”) and \_\_\_\_\_ (hereinafter the “Contractor”).

## WITNESSETH

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

**WHEREAS** the Contractor has submitted to the Borough a Proposal for **2023 – 2025 Centralized Recycling Collection Services for the Borough of Chambersburg** in conformity with the Bidding Documents attached hereto and made a part hereof; and

**WHEREAS** the Borough, after due consideration and appropriate action by Town Council at a public meeting, has decided to award a contract to the Contractor in accordance with said Proposal.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that the Borough 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, 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 Contract 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 which are not expressed in said Contract Documents, Contractor’s Proposal, and/or written in this Agreement.

The Contract Documents include the following documents issued under the title “Specifications, Proposal and Contract Documents for 2023 – 2025 Centralized Recycling Collection Services for the Borough of Chambersburg”: any and 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 Order(s) and Notice to Proceed if issued after the Effective Date of this Agreement, which said Contract 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 Contract 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 Borough agrees to pay the Contractor and the Contractor agrees to accept from the Borough 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 Contract 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 are of the essence of the Agreement. The Agreement shall begin on the Effective Date and terminate on January 7, 2026. In the sole and absolute discretion of the Borough, the Borough 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. The 2024 Per-Ton Fee shall apply to the applicable dates in 2025 through termination, except in the event that the Borough elects to extend the Agreement annually through 2027, in which case the appropriate Per-Ton Fee shall apply to the applicable dates through termination. The Contractor shall perform the services from January 8, 2023 to January 7, 2026, and if the Borough decides, in its sole and absolute discretion, to extend the Agreement the Contractor shall perform the services until the second Friday in January of the following 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**

The Borough shall pay the Contractor 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, as included herein in Article 2 in the sole and absolute discretion of the Borough.

**Article 6 – Payment Procedures**

The Contractor shall submit invoices in accordance with the General Terms and Conditions, as provided in Contract Documents.

**Article 7 – Liquidated Damages**

The Contractor shall agree, in addition to any other remedies available to the Borough, that the Borough may withhold payment 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 clean up spills during collection operations - \$100.00 per incident per day
- B. Failure otherwise to follow the requirements of the Contract Documents - \$50.00 per incident per day

The Borough may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the Borough under this paragraph shall be in addition to all other remedies which the Borough may have under law or at equity.

### **Article 8 - 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 Borough in any promise, agreement, or representation unless expressly provided with such authorization in writing, signed by the proper Borough officials. The Contractor also hereby represents and warrants that it and any sub-contractors has 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 9 – Contractor's Representations**

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

- A. The Contractor has examined and carefully studied the Contract 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 Borough of Chambersburg 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 Borough of Chambersburg, with the Contract Documents;
- E. Contractor promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Contract Documents and the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Contractor; and
- F. Contractor determined that the Contract 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.
- 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 for the duration of the Agreement.

### **Article 10 - 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 the Franklin County Court of Common Pleas or the Federal District Court for the Middle District of Pennsylvania.

### **Article 11 - 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. Town Council's approval at a public meeting shall be required to amend this Agreement unless otherwise delegated to its designees.

**Article 12 - 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 Borough may offset any amount owed to the Contractor for services rendered by Contractor prior to termination of the Agreement for any damages, and/or costs suffered and/or incurred by the Borough as a result of any breach or failure by Contractor. Contractor further agrees that the Borough shall be entitled to recover all reasonable costs, including but not limited to court costs and attorneys' fees, incurred as a result of any breach of this Agreement by Contractor.

**Article 13 - 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 14 - 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 15 – 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 16 - Successors and Assigns**

The Borough 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 Contract Documents.

**Article 17 - Assignment**

No assignment by a party hereto of any rights under or interests in the Contract 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 Contract Documents .

**Article 18 – Termination / Suspension**

Should the Contractor fail to perform the Work and/or Services to the satisfaction of the Borough or to comply with any of the provisions of the Agreement, the Borough 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 Contractor proceeds in a diligent manner to cure such deficiencies within no more than fifteen (15) days of receipt of said notice, unless the Borough 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 Borough exceed one thousand dollars (\$1,000) in any given year.

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

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

In the event that the Borough 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 Borough 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 Borough as a result of any breach or failure by Contractor.

The Borough 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 Borough in its sole and absolute discretion.

**Article 19 – 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 20 – Effective Date**

As used herein, the “Effective Date” shall mean the later of the Borough execution date and the Contractor execution date, each of which is set forth on the signature page hereof.

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:

**BOROUGH OF CHAMBERSBURG**

100 South 2<sup>nd</sup> Street  
Chambersburg, PA 17201

\_\_\_\_\_  
Jamia L. Wright

\_\_\_\_\_  
**Allen B. Coffman**

Borough Secretary

**President of Town Council**

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

**END OF AGREEMENT**

# Request for Taxpayer Identification Number and Certification

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

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
or										
Employer identification number										

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Receipt of Confirmation of Bidding Documents**

**For**

**2023 – 2025 Centralized Recycling Collection Services for the Borough of Chambersburg**

All prospective bidders who obtained the Bidding Documents electronically must fax this “Receipt of Confirmation” form no later than 9:00 a.m. November 9, 2022 EST to:  
Hannah Kauffman, Public Works Secretary, at (717) 264-0224.

**The undersigned confirms receipt of all 40 pages of the bidding and contract documents dated October 24, 2022, for the project referenced above as posted electronically at [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us).**

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

Name of Recipient \_\_\_\_\_

Signature of Recipient \_\_\_\_\_

Title of Recipient \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_