

BOROUGH OF FREEMANSBURG

GARBAGE BID 2027

Bid Specifications for Collection, Transport, and Disposal of
Municipal Solid Waste and Recyclables

Borough of Freemansburg,
Pennsylvania

Pre-bid Conference – July 14, 2026, 1:00 P.M., Freemansburg Borough Municipal
Building

Bid Questions must be received by – July 21, 2026, 1:00 P.M., Freemansburg
Borough Municipal Building

Deadline for Bid Submission – July 28, 4:00 P.M., Freemansburg Borough Municipal
Building

Bid Opening – July 29, 2026, 1:00 P.M., Freemansburg Borough Municipal Building

Prospective Award – August 4, 2026, 7:00 P.M., Freemansburg Borough Municipal
Building or, if necessary, subsequent Council meetings at Freemansburg Borough
Municipal Building

Jonathan Itterly, *Freemansburg Borough Manager*

Freemansburg Borough Municipal Building
600 Monroe Street
Freemansburg, PA 18017

Phone: 610-866-2220



BID INFORMATION - NOTICE TO BIDDERS & INSTRUCTIONS TO BIDDERS

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Exhibit

CONTRACT DOCUMENTS

- Performance Bond A
- Contract for Freemansburg Bid B

DOCUMENTS FOR BIDDER'S USE

- Bidder's Bid Form C
- Bid Bond Form D
- Non-Collusion Affidavit E
- Bidder's Affidavit of Experience and Qualifications F

APPENDIX I – Borough of Freemansburg Property Information



1.01 Definitions

For the purpose of the bid and all forms included hereto, the following definitions shall apply.

Acceptable Container: refers to a metal or plastic receptacle, can, or *Cart as defined herein*, for the collection and storage of Municipal Solid Waste or Recyclables, which has been approved and authorized by the Borough.

Addenda: written instructions issued by the Borough prior to the opening of Bids which clarify, correct or change any of the Specifications.

Bag: plastic sack designed to store municipal solid waste or yard waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not weigh more than thirty-five (35) pounds. A bag shall be sealed to prevent the scattering about of its contents and shall not contain any rips, tears or punctures.

Bid: also referred to herein as "**Bid Documents**" means the (1) bidder's completed Bid Bond with Power of Attorney or cashier's check, (2) completed Bidder's Bid Form, (3) completed Non-Collusion Affidavit and (4) information submitted by bidder in response to Sections 1.15.1 thru 1.15.7., all prepared and submitted by the Bidder for the Work in the accordance with the Specifications and Addenda (if any).

Bid Bond: The corporate surety bond or a certified check drawn on a national bank, in the form and amount specified in the Specifications, submitted with the Bid as a guarantee that the Bidder will, if called upon to do so, accept and enter in the Contract.

Bidder: The individual, firm, partnership, joint venture, contractor, vendor, corporation or association responding to the invitation to bid with a complete Bid submitted in accordance with the Specifications.

Bulk Items: refers to items that are Municipal Solid Waste but are too large to fit into an Acceptable Container but can be carried by two (2) people. Bulk Items include, but are not limited to, furniture, mattresses, storm sashes, screens, and rolled up and tied carpet or rugs no larger than 3' x 6'. Bulk Items shall not include White/Metal Goods, construction debris, hazardous waste, or prohibited electronics.

Cart: refers to a plastic container (60 - 96 gallons), equipped with wheels, handles and a tightfitting, non-detachable cover. Carts shall be capable of curbside Municipal Solid Waste, and Recyclable if applicable, collection.



Collection: Refers to the pick-up of waste and recyclables by the Contractor within the Borough.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Contract: the agreement entered into by and between the Borough and the chosen bidder, i.e. the Contractor, covering the Work to be performed pursuant to the contract. See Contract form included as part of these Specifications. The Contract incorporates the Contract Documents.

Contract Documents: Specifications, Addenda (if any), Bid Documents of the awarded bidder, proof of insurance required by Specifications, and Performance Bond (with Power of Attorney) or, in the alternative, Letter of Credit pursuant to Specifications.

Contract Price: the monies payable by the Borough to the Contractor as stated in the Contract Documents.

Contractor: the individual, firm, partnership, joint venture, corporation, or association performing the Project under the Contract with the Borough.

Curbside: From any Residential Dwelling Unit, Non-residential Dwelling Unit, or other property serviced under the Contract, the point of a Borough or State-maintained roadway, or from a private roadway, the point of the private roadway, provided the property owner(s) has/have issued a waiver for collection vehicles to travel along the private roadway, that the Borough has authorized as a place of collection.

Disposal: the deposition or placing of Municipal Solid Waste in accordance with any and all county, state and federal regulations at the point of disposal.

Dumpster: containers used for large-scale collection of Municipal Solid Waste or Recyclables, which come in varying sizes delineated by yards.

Effective Date: means the date indicated in the Contract, on which the Contract becomes effective.

Food Waste: means vegetable and other food scraps, including meat, dairy products, grease and bones, paper that has been contaminated with food, fat or grease, and compostable paper including paper towels, paper plates, tissue and waxed paper.

Grass Clippings: lawn waste resulting from mowing of lawns. For the purpose of this contract, grass clippings shall be considered Municipal Solid Waste.



Group Home: A dwelling unit operate by a responsible individual, family or organization with a program to provide a supportive living arrangement for individuals where special care is needed by the individual served due to age, emotional, mental or physical handicap. This definition shall expressly include facilities for the supervised care of developmentally disabled persons and all persons subject to protection under the Federal Fair Housing Act Amendments of 1988.

Hazardous Waste: Any chemical, compound, mixture, substance or article, which is designated by the United States Environmental Protection Agency or appropriate agency of the Commonwealth to be hazardous as that term, is defined by or pursuant to Federal or Commonwealth Law.

Home Occupation: Any business conducted for gain within a dwelling, which meets all of the criteria for "home occupation" found in the Borough Zoning Ordinance.

Mixed Use: Any combination of business and residential activity in a single structure or on a single parcel that is approved by Borough Council as a Qualified Commercial Establishment for inclusion under the Contract pursuant to these Specifications.

Multi-Family Property: Any property having five (5) or more residential dwelling units per structure and approved by Borough Council for inclusion under the Contract pursuant to these Specifications. Any Multi-Family Property having thirty (30) or more dwelling units will be required to utilize dumpsters.

Municipal Solid Waste (MSW): any garbage, refuse, lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal or commercial establishments and from community activities and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source- separated recyclable material. The term also does not include Prohibited Electronics. The term does include grass clippings.

Non-Residential Dwelling Unit: for the purpose of this contract, is an abstract term used to refer to a Group Home, Home Occupation, Mixed Use, Multi-Family Property, Qualified Commercial Establishments, or any other property serviced under the contract. Upon written authorization from the Borough, Non-residential Dwelling Units may be permitted to utilize a dumpster(s).



Notice to Proceed: a written notice given by the Borough to the Contractor fixing the date on which the Contract will commence and on which the Contractor shall commence performance of its obligations under the Contract Documents.

Notice of Award: the written notice by the Borough to the apparent successful bidder delivering the Contract for execution and return within 20 days after said notice and stating notice of the award of the Contract to the apparent successful bidder upon compliance with the conditions set forth in the Specifications related to execution of the Contract (i.e. Performance Bond or Letter of Credit).

Performance Bond: a corporate surety bond that guarantees compensation to the Borough in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract Documents.

Price Per Unit: refers to the Price per Residential Dwelling Unit, Non-residential Dwelling Unit, and Municipal Facility set forth on awarded Bidder's Bid Form as the case may be.

Prohibited Electronics: refers to electronics prohibited from placement in the waste stream under PA Act 108, known as the Covered Device Recycling Act (CDRA).

Project: the total Work to be provided under the Contract.

Qualified Commercial Establishments: a Mixed Use (as defined herein) or commercial establishment engaged in a non-manufacturing or non-processing business that is approved by Borough Council as a Qualified Commercial Establishment for inclusion under the Contract pursuant to these Specifications.

Recyclables: includes office and mixed paper, cardboard and flat board, newspapers including colored inserts, manila and brown folders, glossy paper, magazines, empty aerosol cans, telephone books, bi-metal, tin and aluminum cans, clear, green, and brown glass bottles and jars, and plastics (numbers 1, 2, 3, 4, 5, 6, and 7) and White/Metal Goods. Excludes food waste, hazardous waste, all Prohibited Electronics, plastic shopping bags, medical waste, syringes, food waste, toner cartridges, glass panes, Pyrex, food containers, all Styrofoam products.

Recycle or Recycling: the collection, recovery, processing, and sale or reuse of metals, glass, paper, cardboard, plastics and other materials which would otherwise be disposed or processed as Municipal Solid Waste.



Residential Dwelling Unit: Excluding structures containing five (5) or more residential dwelling units, any premises utilized primarily as a residential dwelling or any other property serviced by this contract.

Scavenging: The unauthorized and uncontrolled removal of materials from the solid waste stream, such as recycling or refuse containers, by individuals or entities not contracted by the municipality.

Single stream: a recycling collection process whereby Recyclables are placed unsorted in an Acceptable Recyclables Container at curbside for collection by the Contractor.

Specifications: refers to these "Bid Specifications for Collection, Transport, and Disposal of Municipal Solid Waste and Recycling, Borough of Freemansburg, Pennsylvania"

Subcontractor: an individual, firm or corporation having a direct contract with the Contractor for the performance of any part of the Work. Unless otherwise indicated, the term Subcontractor shall include suppliers of the Contractor and suppliers of Subcontractors.

Volume Collection: The collection of large quantities of excess household waste from the clean-outs of attics, basements, and garages, etc. provided the waste meets the definition of acceptable Municipal Solid Waste. Volume Collections shall be limited to fifteen (15) watertight plastic bags no larger than thirty-three (33) gallons and weighing no more than 35 lbs. each and will only be collected when properly tagged with Borough tags. This special collection shall be available to each Residential Dwelling Unit and Qualified Commercial Establishment (if any) once per calendar year.

White/Metal Goods: all major appliances, such as washers, freezers, stoves, dishwashers, dryers, refrigerators (remove doors), hot water tanks, trash compactors, microwaves, air conditioners, dehumidifiers, and other items of similar weight, material, size and nature. White/Metal Goods also includes Lawnmowers, bicycles, BBQ grills (gas and/or oil removed) and various other metal items.

Work: for the Contract, all the work and all the workmanship, materials, labor and equipment required for the performance and completion of the Contract, including all labor, services, plant machinery, apparatus, appliances, tools, supplies and all other services and/or things required by the Contract Documents to be done, furnished or performed throughout the contract term as prescribed herein and according to the requirements of the Borough Manager or his designee.



Yard Waste: shall include plant materials (leaves, branches, brush, flowers, roots, etc.), debris commonly created or found in the course of maintaining yards and gardens. Yard Waste shall not include loose soils, sod, food waste, including food waste from gardens or orchards; food compost; plastics and synthetic fibers; lumber; tree stumps, any wood or tree limbs over four (4) inches in diameter; human or animal excrement; noxious weeds and soil contaminated with hazardous substance.

1.02 Preparation of the Bids

Bidder's bid must be prepared and signed in ink by the Bidder on the forms attached hereto. All blank spaces in each bid form must be completed. No blank spaces or ambiguous designations may be left in the forms. Exact answers must be used including, but not limited to, Not Applicable, Not Available, No Answer, None, No, No Bid, or the number "0" shall be used, where appropriate. Sections of the forms require submission of additional documentation. When such additional documentation is required, it must be submitted with the bid forms.

Prices and sums on Bidder's Bid Form must be completed in words and figures (numeric). If a price or sum already entered by the Bidder on the bid form is to be altered, it shall be crossed out in ink and the new price or sum entered above or below it, and initialed by the Bidder in ink. A discrepancy between the word presentation or figure presentation of a price or sum, the figure as written shall govern.

Bids may not be submitted with conditions or exceptions or not in conformance with the terms and conditions of the Specifications. Such bids may be rejected. The bid may also be rejected if the product or Work offered by the Bidder is determined by the Borough not to be in substantial conformance with the Specifications.

Bids submitted on behalf of an individual, partnership or corporation shall bear the signature of the person or persons authorized to bind the individual, partnership or corporation to the terms of the bid.

The following are the Bid Documents for submission:

- 1) Completed Bid Bond (with Power of Attorney) or Cashier's Check;
- 2) Completed Bidder's Bid Form;
- 3) Completed Non-Collusion Affidavit;
- 4) Information required by Sections 1.15.1 thru 1.15.7 including, but not limited to, completed Bidder's Affidavit of Experience and Qualifications;
- 5) Bidder's most recent Federal Motor Carrier Safety Administration's CSA (Compliance, Safety, Accountability) Report; and



6) Operations Plan required by Section 1.23.1.

1.03 Submission of Bids

Borough of Freemansburg (hereinafter, the "Borough") will receive sealed bids for Freemansburg Bid 2027.

Bids must be received at the Borough of Freemansburg Municipal Building, 600 Monroe Street, Freemansburg, PA 18017 on or before 4:00 P.M. on July 28, 2026.

At 1:00 P.M. on July 29, 2026, all bids received will be publicly opened and read in the Public Meeting Room of the Freemansburg Municipal Building, 600 Monroe Street, Freemansburg, PA 18017

All bids must be prepared in accordance with the requirements of these Specifications and its enclosed forms. **The original and an electronic portable document format (pdf) copy the Bid Documents**

The electronic portable document format (pdf) copy of the Bid Documents shall be on a USB portable storage device commonly known as a thumb, jump, or flash drive and suitable to connect to a computer via a USB port for viewing of the pdf copy on a computer via Adobe reader.

Any bid received after the time and date specified above shall not be considered. All bids must remain valid for at least sixty (60) days following the bid opening or until a new contract with the successful bidder has commenced, whichever date is sooner.

Bids may be hand delivered to the Freemansburg Municipal Building at above address or forwarded by mail. If forwarded by mail, the sealed envelope bid must be enclosed in another envelope addressed as follows:

- Name and Address of the Bidder
- Titled: Sealed Bid Contained Inside for Freemansburg Garbage Bid 2027
- Addressed to:
Jonathan Itterly, Borough Manager

Borough of Freemansburg
600 Monroe Street
Freemansburg, PA 18017

Bids may not be submitted by facsimile transmission (FAX) or Email.



Each bid must be accompanied by a bid bond or cashier's check of the bidder, drawn on a national bank and payable to the Borough in the amount of \$35,000.00 as a guarantee on the part of the bidder that the bidder will, if called upon to do so, accept and enter into the Contract (via the enclosed form Contract) to perform the Work at the rates stated in bidder's bid and to furnish the required Performance Bond (or, alternatively, required Letter of Credit) for its faithful and entire fulfillment.

The Borough reserves the right to waive any informality, irregularity or defect in any bid and to reject any or all bids, or to award any contract as deemed to be in the Borough's best interest.

1.04 Scope of Work

The scope of the Work shall include the curbside collection, transport, and disposal of MSW, and Recyclables if applicable, from all Residential Dwelling Units, Non-Residential Dwelling Units, and any other property covered by this contract that is located within the Borough, which Work shall be in accordance with these Specifications.

All MSW and Recyclables, if applicable, shall be collected, transported, and disposed of in accordance with the Northampton County Municipal Waste Management Plan.

Contractor represents and warrants to Borough that Contractor has thoroughly examined and has become familiar with the Specifications and determined the nature of the Work, the general and local conditions, the availability of labor, materials, supplies, and equipment and all other matters that can in any way affect the Work under the Specifications. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of the Contract nor be grounds for any claim based on unforeseen conditions.

Contractor shall be responsible for furnishing all supervision, labor, materials, and equipment necessary to perform the Work as described in the Specifications. The Work to be done by Contractor pursuant to the Contract shall be accomplished in a thorough and professional manner so that the residents and businesses within the Borough are provided reliable, courteous and high-quality collection and transport at all times.

No claims for any extra work outside of the Work herein specified shall be made by the Contractor unless an express written agreement shall be entered into in advance by the Borough in which it shall specifically set forth the price and term of said additional work.



Also, Contractor is responsible for providing the supervision necessary to ensure that Contractor's employees are courteous, exercise due care, do their Work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, and return Carts and containers to their original location. While collecting, employees shall wear uniforms or other identification supplied by the Contractor. Contractor shall only permit competent persons licensed and/or skilled in the various job requirements in connection with the Contract. Contractor certifies that Contractor is an equal opportunity employer and complies with all federal and state employment regulations.

Contractor hereby agrees to meet as needed with the Borough following execution and during the term of the Contract. The primary purposes of such meetings shall be to develop and/or refine the Operations Plan, to evaluate the Contractor performance, to resolve complaints or issues, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.

1.04.1 Services

- a. **Curbside Weekly Municipal Solid Waste** shall include the following:
 - i. **Residential and Non-Residential Dwelling Units:** Bidder shall submit a bid for the cost of collection, transportation and disposal of MSW once per week from 96-gallon capacity Carts, provided by the Contractor, from Residential and Non-Residential Dwelling Units.

- b. **Curbside Monthly Recycling** shall include the following:
 - i. **Residential and Non-Residential Dwelling Units:** Bidders shall submit an alternate bid for once monthly collection, transportation, and disposal of Single Stream Recyclables from Acceptable Containers and/or Bags, provided by the property owner, for Residential and Non-residential Dwelling Units.

1.04.2 Additional Services

- a. **Additional Carts:** Bidder shall submit a bid for the cost of collection, transportation and disposal of MSW once per week for additional 96-gallon capacity Carts, provided by the Contractor, from Residential and Non-Residential Dwelling Units.



- i. The Borough may approve a Residential Dwelling Unit to have up to three (3) 96-gallon capacity Carts for the collection, transportation and disposal of MSW.
 - ii. The Borough may approve a Non-residential Dwelling Unit to have up to nine (9) Acceptable Containers for the collection and disposal of MSW.
 - iii. Additional 96-gallon capacity Carts may be purchased through the Borough at a fixed price, with said price including the cost of collection, transportation and disposal.
 - iv. Contractor will be paid by the Borough for each additional container the Contractor provides.
- b. **Bulk Item Collection:** Bidder shall submit a bid for the cost of collection, transportation and disposal of a single bulk item (i.e., à la carte basis). The Contractor will implement a system for Bulk Items. Residential Dwelling Units and Non-residential Dwelling Units may purchase a tag/ticket from the Contractor on an as needed basis for individual Bulk Items. The Contractor will charge Residential Dwelling Units and Non-residential Dwelling Units directly for Bulk Item Services. The Contractor shall schedule the collection of Bulk Items with the customer.
- c. **White/Metal Goods:** Bidder shall submit a bid for the cost of collection, transportation and disposal of a single White/Metal Good (i.e., à la carte basis). The Contractor will implement a system for White/Metal Goods. Residential Dwelling Units and Non-residential Dwelling Units may purchase a tag/ticket from the Contractor on an as needed basis for an individual White/Metal Good. The Contractor will charge Residential Dwelling Units and Non-residential Dwelling Units directly for White/Metal Good Services. The Contractor shall schedule the collection of White/Metal Goods with the customer.
- d. **Additional Bags:** Bidder shall submit a bid for the cost of collection, transportation and disposal of a single additional bag (i.e., à la carte basis). The Contractor will implement a system for Additional Bags. Residential Dwelling Units and Non-residential Dwelling Units may purchase a tag/ticket from the Contractor on an as needed basis for an Additional Bag(s). The Contractor will charge Residential Dwelling Units and Non-residential Dwelling Units directly for Additional Bag Services. The Contractor shall schedule the collection of Additional Bags with the customer.



- e. **Municipal Facilities:** Contractor shall also provide the following additional collection, transport and disposal of MSW and Recyclables at the following Municipal Facilities:

SITE LOCATION	NO. OF CONTAINERS	CONTAINER SIZE	COLLECTION FREQUENCY
Municipal Building 600 Monroe St.	(4) Carts	96-gallon	1x/week
Municipal Garage 515 Main St.	(2) Dumpsters	5 Yard	1x/week
Gerald C. Yob Community Park Cambria Street	(2) Dumpsters	5 Yard	1x/week
Freemansburg League Field Chestnut Street	(1) Dumpster (2) Recycling Carts*	5 Yard 96-gallon*	1x/week Monthly*

1.04.3 Additional Requirements

- a. **Collection Schedule:** The successful Bidder is required to collect MSW on Wednesdays. If applicable, the Contractor shall collect Recycling on the last Tuesday of every month. The Borough has the final approval of all collection routes and the number of days collection can occur in the Borough, and time(s) of collection.
- b. **Equipment:** Prior to the beginning of the Contract, the Contractor shall provide Carts and Dumpsters as set forth above to all of the non-exempt properties within the Borough and at the above Municipal Facilities. Municipal Carts and Dumpsters shall be located on the premises in a manner satisfactory to the Borough.
- i. Dumpsters shall be painted yearly in a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for container size.
 - ii. Carts shall be in good condition, uniform in color for purpose of container, bear the name and telephone number of the Contractor, and bear a serial number coded for container size.



- iii. Dumpsters and Carts shall be kept clean and free of graffiti, rust, and dents. At the Borough's discretion, Contractor shall replace any and all Dumpsters or Carts that are rusty, displaying graffiti, excessively dirty or displaying dents.
 - iv. On an individual basis, the Borough may require the Contractor to place on a Dumpster, the service address, wheels and/or locks. Collection drivers shall regularly note Carts or Dumpsters containing graffiti. The Contractor shall remove any graffiti reported by the Borough within five (5) business days of notification.
 - v. Each Cart, Container and Dumpster is subject to inspection by the Borough and approval as to appearance and condition before placement at any Municipal Facility. A Dumpster shall be reconditioned and repainted, if necessary, before being supplied to a Municipal Facility. If the Borough so requires, a Dumpster shall be cleaned or repainted within thirty (30) days.
 - vi. If appropriate to serve the Borough needs and/or location, the Borough may require the Contractor to install and service a front-end load or rear load Dumpster. The Borough may also require the Contractor to equip a Dumpster with plastic lids.
 - vii. Contactor shall bear the risk of damage of Carts, Containers and Dumpsters located at Municipal Facilities.
 - viii. The Contractor shall be responsible for the repair of all supplied Carts, Containers and Dumpsters damaged due to the Contractor negligence. In addition, Contractor shall repair or replace within one business day any Cart, Container or Dumpster that the Borough determines to be a health or safety hazard or is damaged.
- c. **Website:** The Contractor shall maintain a page on the Contractor's website dedicated to the Borough. The page shall contain information on MSW and if applicable Recycling Collection services within the Borough. The page shall also be updated to inform Borough resident's and property owners about any service delays or disruptions. The page shall also include a phone number that Borough resident's and property owners can contact, during normal business hours, to report a problem or request an additional service.



d. **Monthly Statistic Reports:** The Contractor shall provide the Borough with Monthly statistic reports that include at minimum, the following:

MSW

- Number of Monthly Collections
- Number of Missed Collections
- Tonnage of MSW Collected
- Number of Bulk Items Collected
- Number of Additional Bags Collected
- Number of White Goods Collected

Recycling (If Applicable)

- Number of Monthly Collections
- Number of Missed Collections
- Tonnage of Recycling Collected

General

- Number of Emails Received Regarding Complaints
- Number of Phone Calls Received Regarding Complaints
- Number of Rejection Stickers Left
- Any Service Interruptions

e. **Holiday Collection:** The Contractor shall not provide collection services on legal holidays including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a regularly scheduled workday, collection shall be delayed by one day.

f. **Cooperative Efforts and Educational Program:** The Borough and the Contractor shall work cooperatively to establish ongoing public education programs to encourage understanding and participation in the waste collection and recycling.

1.05 Term of Contract

The Contract is a three (3) year term commencing on January 1, 2027, and expiring on December 31, 2029. The Contract shall be effective the date stated in the Contract. The collection, transport and disposal of MSW (if and as awarded), and Recycling if applicable, shall commence during the week of January 4, 2027.



The Borough and the Contractor shall have the option to renew the three (3) year Contract for five (5) successive one (1) year terms; The Borough shall notify the Contractor of its request to renew the Contract on or before February 1, 2029, and on or before February 1 of the then current year for each successive option year exercised by the Borough. Contractor shall notify the Borough of its decision to renew the Contract within thirty (30) days of receipt of Borough's request. Notification from both parties regarding this paragraph shall be accomplished by certified mail, return receipt requested. In the event the parties agree to exercise the option to renew for any additional one (1) year terms, the terms of the Contract shall remain in full force and effect for the entire length of the additional one (1) year terms.

In the alternative, Contractor shall submit a bid for a five (5) year contract commencing on January 1, 2027, and expiring on December 31, 2031. The Contract shall be effective the date stated in the Contract. The collection, transport and disposal of MSW (if and as awarded), and Recycling if applicable, shall commence during the week of January 4, 2027.

The Borough and the Contractor shall have the option to renew the five (5) year Contract for three (3) additional, successive one (1) year terms; The Borough shall notify the Contractor of its request to renew the Contract on or before February 1, 2031 and on or before February 1 of the then current year for each successive option year exercised by the Borough. Contractor shall notify the Borough of its decision to renew the Contract within thirty (30) days of receipt of Borough's request. Notification from both parties regarding this paragraph shall be accomplished by certified mail, return receipt requested. In the event the parties agree to exercise the option to renew for any additional one (1) year terms, the terms of the Contract shall remain in full force and effect for the entire length of the additional one (1) year terms.

Parties agree to conduct a study of tonnage collected following year one (1) of the Contract in the event there is a significant decrease in tonnage based on collections.

1.06 Conditions

Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the Work under the contract. Bidders shall and are hereby directed to inspect the entire municipality to investigate all circumstances affecting the cost and nature of the Work and shall assume all risk in connection therewith. Bidders shall also thoroughly examine the Contract Documents.

The failure or omission of any bidder to receive or examine any part of the Contract Documents, or to become acquainted with conditions existing in the Borough, shall in no



way relieve bidder of any obligations with respect to the contract. The Borough shall make the Contract Documents available to the bidders.

Bidder shall be familiar with and shall comply with the Northampton County Municipal Waste Management Plan. A copy of the plan is available by contacting Northampton County.

The bidder shall make a determination as to all conditions in the Contract Documents and existing in the Borough and shall assume all risk and responsibility to complete the Work regardless of the conditions bidder may encounter or create, without extra cost to the Borough.

Contractor shall be responsible for and shall pay any and all fees and/or costs including, but not limited to, disposal fees in connection with performance of the Work.

1.07 Bid Security: Bid Bond or Cashier's Check

Each bid must be accompanied with "Bid Security" via the attached bid bond form or a cashier's check of the bidder drawn on a national bank and payable to the Borough in an amount of \$35,000.00 as a guarantee on the part of the bidder that the bidder will, if called upon to do so, accept and enter into the Contract (via the enclosed form Contract) to perform the Work at the rates stated in bidder's awarded bid and to furnish the required Performance Bond or Letter of Credit securing faithful and entire fulfillment of the Work.

If bid bond is utilized, the attached bid bond form must be used without changing the legal language. If said bid bond is utilized, it shall be mandatory that the bid bond specifically identify the date of the bid (which shall be on or before the date of the bid bond) and the actual dollar amount of the bond (\$35,000.00); additionally, it shall be mandatory that the Power of Attorney (See Section 1.09 below) accompanying a bid bond evidencing the authority of the person signing on behalf of the surety company to sign the bid bond shall be dated the same date as the bid bond; further, it shall be mandatory that the bid bond itself be dated as well as signed by the principal (bidder) and the surety company, through its authorized representative; further, surety company executing bid bond must be authorized to transact business in the Commonwealth of Pennsylvania and have an A.M. Best financial strength rating of at least an A-.

The Borough will return Bid Security to all but the three (3) apparent low qualified bidders within ten (10) days of the bid opening. Bid security will be returned to the remaining bidders within twenty (20) days of the date of the Contract with the successful bidder. If no bidder's bid has been selected within ninety (90) days after the date of the opening of bids, all check and bonds shall be returned.



1.08 Performance Bond or Letter of Credit

Contractor shall furnish Performance Bond as security for the performance of the Contract. Within seven (7) days from the Notice of Award, the Contractor shall sign and return the Contract, furnish the Borough with the required Performance Bond on the Borough form attached herein, and submit to the Borough the required insurance certificates and policies or forfeit as liquidated damages the Bid Security deposit.

The Performance Bond may be in annual installments in lieu of 100% of the full value of the awarded 3-year Contract, or 5-year Contract. Reduction of the amount of the bond annually to 100% of the full value of the remaining Contract years shall be acceptable, if Contractor does not undertake the installment option. Renewal and/or replacement of the Performance Bond annually on January 1 of each Contract year, with the same or different surety, shall be acceptable, provided that the required security is continuously maintained and in full force and effect. Contractor is required to obtain a renewal or replacement of said bond no later than sixty (60) days before December 31st of the then current year. Any failure on the part of Contractor to obtain the required renewal or replacement of the Performance Bond before the deadline imposed by this section shall be a material breach of the Contract by the Contractor. Premium for Performance Bonds shall be paid by the Contractor. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond. Surety Company executing bid bond must be authorized to transact business in the Commonwealth of Pennsylvania and have an A.M. Best financial strength rating of at least an A-.

As an alternative to a Performance Bond, the Contractor may furnish the Borough with a standby Irrevocable Letter of Credit with local presentment from a financial institution satisfactory to the Borough and the Borough Solicitor for the full value of the Contract. Said Letter of Credit may provide for a pro rata reduction therein annually over the term of the Contract. Cost of said Letter of Credit shall be paid by the Contractor. A certificate evidencing payment of said cost shall accompany the Letter of Credit when presented to the Borough.

1.09 Power of Attorney for Bid Bond and Performance Bond

Attorneys-in-fact who sign Performance Bond or Bid Bond must file with each bond an originally executed, notarized, and effectively dated copy their Power of Attorney.

1.10 Intent of Bidder

It is the intent of the Borough that the successful Bidder shall be the only licensed hauler of MSW, and Recyclables if applicable, in the Borough for those services provided to the



Residential Dwelling Units, Non-residential Dwelling Units, and Municipal Facilities pursuant to the Contract. Use of the Contractor services under the Contract with the Borough shall be mandatory by all Residential Dwelling Units, Non-residential Dwelling Units, and Municipal Facilities in the Borough. However, Residential Dwelling Units, Non-residential Dwelling Units, and Municipal Facilities may also contract for additional services from the Contractor through the Borough, for the curbside pickup of Bulk Items, Volume Collections, and White/Metal Goods at an additional cost to the resident.

1.11 Bid Award

1.11.1 - Bidders certification of its Bid Documents signifies that Bidder meets or exceeds all specifications. Should the Bidder not meet all specifications, the Bidder is required to list the deficiencies for review by the Borough. If the Borough determines by any means that exceptions exist which were not identified on said list, then the bid may be disqualified.

1.11.2 - The Borough reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.11.3 - The Borough will either select the lowest qualified and responsible bidder or reject all bids within fifteen (15) days of the bid opening. Borough will initially consider awarding the Contract during Council's public meeting on November 30, 2026, at 7:00 P.M. in the Council meeting room at the Freemansburg Municipal Building. The basis of award shall be as follows:

- a. In the event the Borough elects to award Municipal Solid Waste (“MSW”) collection services only, and does not include recycling services, the contract shall be awarded based solely on the bid amount submitted under Section 1.04.1, Services. Bid amounts submitted under Section 1.04.2, Additional Services, shall not be considered in determining the lowest responsible and responsive bidder. The Borough, at its sole discretion, reserves the right to award the contract to the lowest responsible and responsive bidder for a contract term selected by the Borough, as set forth in Section 1.05, Term of Contract.
- b. In the event the Borough elects to award both Municipal Solid Waste (“MSW”) collection services and recycling services, the contract shall be awarded based on the combined bid amounts submitted under Sections 1.04.1(a) and 1.04.1(b). Bid amounts submitted under Section 1.04.2, Additional Services, shall not be considered in determining the lowest responsible and responsive bidder. The Borough, at its sole discretion, reserves the right to award the contract to the lowest



responsible and responsive bidder for a contract term selected by the Borough, as set forth in Section 1.05, Term of Contract.

1.11.4 - The Borough will return Bid Security to all but the three (3) apparent low qualified bidders within ten (10) days of the bid opening. Bid Security will be returned to the remaining bidders within twenty (20) days of the date of the contract with the successful bidder.

1.11.5 - Once a bidder is selected, the Borough will prepare the Contract and forward it to the selected bidder within seven (7) days via a Notice of Award.

1.11.6 - The successful bidder has seven (7) days from the Notice of Award to sign all Contract copies and return them to the Borough along with the required Performance Bond to be supplied on Borough form (or Letter of Credit per Specifications) and required insurance certificates or forfeit as liquidated the Bid Security deposit.

1.11.7 - If the Contract is not signed and returned within seven (7) days from the Notice of Award together with the required Performance Bond to be supplied on Borough form (or Letter of Credit per Specifications) and required insurance certificates, the Borough may award the Contract to the next lowest qualified and responsible bidder.

1.11.8 - The Notice to Proceed will be made by letter mailed to the awarded bidder and shall be effective on the date of the mailing. The Borough will endeavor to issue the Notice to Proceed within seven (7) days after the Contract is signed and returned to the Borough along with the required Performance Bond to be supplied on Borough form (or Letter of Credit per Specifications) and required insurance certificates. Contractor will commence Work immediately upon issuance of the Notice to Proceed. Work performed after receiving the Notice to Proceed shall include prerequisites required to be completed by Contractor pursuant to the terms and conditions of these Specifications prior to commencement of hauling. Hauling shall commence as required by Section 1.05. Awarded bidder shall not order any materials or equipment or make any financial commitments concerning the Contract until receiving the Notice to Proceed. Bidders that prepare to do Work, do Work, or make any financial commitments concerning the Contract prior to receiving the Notice to Proceed are proceeding at their own risk.

1.12 Liquidated Damages for Failure to Enter into the Contract

The Contract shall be deemed as having been awarded when Notice of Award has been delivered in person by the Borough, emailed or mailed by the Borough to the lowest qualified and responsible bidder.



The bidder to whom the Contract shall have been awarded will be required to execute three (3) copies of the Contract to be prepared by the Borough. In case of Bidders refusal or failure to do so within seven (7) days after Bidders receipt of the Notice of Award, bidder shall be considered to have abandoned all of Bidder's rights and interest in the award, and Bidder's Bid Security is declared forfeited to the Borough as liquidated damages, unless such time has been extended by the Borough in the Borough's sole discretion.

1.13 Taxes

Borough is exempt from state and federal taxes. The price bid must be net exclusive of taxes. The successful bidder may claim no exemption upon his purchase of materials, supplies, equipment or parts needed to complete bid requirements.

1.14 Inquiries and Addenda

Questions must be received by the Borough Manager in writing no later than November 19, 2026, at 12:00 p.m. to manager@boroughoffreemansburg.org. Verbal questions may be asked at the Pre-bid Conference on November 17, 2026 at 1:00 P.M. at public meeting room of Freemansburg Municipal Building at 600 Monroe Street, Freemansburg, PA 18017; however, Borough may disregard any questions received after Pre-bid Conference.

Any verbal statements regarding the same by any Borough official, agent, employee, or consultant prior to the award shall not be authoritative and shall not be binding.

If the Borough determines that it necessary to clarify, amend or modify the terms of the Specifications, the Borough shall have the right to do so by preparation of an Addenda, a copy of which shall be forwarded to each bidder who registers an email address with the Borough when the bidder obtains a copy of the Specifications. Such Addenda shall become part of the Contract Documents. The failure or omission of any bidder to receive or examine any Addenda shall in no way relieve bidder of any obligations with respect to the Contract. On or before November 18, 2026, the Borough shall make all Addenda (if any) available to each bidder who registers an email address with the Borough when the bidder obtains a copy of the Specifications.

The bidder shall make a determination as to the conditions and shall assume all risk and responsibility to complete the Work regardless of conditions bidder may encounter or create, without extra cost to the Borough.



1.15 Qualifications of Bidder

Bids shall only be accepted from Contractors who are actively engaged in the type of service called for in the bid. No Bid shall be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Borough upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Borough or failed to perform faithfully any previous contract with the Borough. Where any portion of the Work as set forth in these Specifications and Contract is to be performed by a subcontractor, the bidder must name the subcontractor, and the Borough reserves the right to determine whether the named subcontractor is fit and capable to perform the required Work.

Each bidder shall submit with the bid supporting data regarding the qualifications of the bidder in order to determine whether she/he/it is a qualified and responsible contractor. WITH THE BID, the bidder must furnish the following information:

1.15.1 - Evidence that the bidder has been in existence for five (5) years or more and possesses not less than five (5) years actual operating experience in curbside MSW collection and three (3) years actual operating experience in curbside recycling collection. If the Bidder does not have a minimum of five (5) years' experience in MSW collection management, and three (3) years' experience in curbside recycling collection, the Bidder shall provide a statement detailing why she/he is qualified to satisfactorily perform that part of the Work in which she/he does not have the minimum experience. Bidder must use BIDDER'S AFFIDAVIT OF EXPERIENCE AND QUALIFICATIONS (with additional pages attached if necessary) to provide this information.

1.15.2 - If applicable, evidence that the Bidder is registered to do business in the Commonwealth of Pennsylvania.

1.15.3 - Completed BIDDER'S AFFIDAVIT OF EXPERIENCE AND QUALIFICATIONS together with the resume of the Contract Implementation person identified by bidder in BIDDER'S AFFIDAVIT OF EXPERIENCE AND QUALIFICATIONS.

1.15.4 - Evidence that bidder is licensed by the Commonwealth of Pennsylvania to transport MSW and Recyclables.

1.15.5 - Evidence that bidder has a right to transfer station or landfill capacity for MSW and Recyclables if applicable, for the term of the Contract.

1.15.6 - Evidence that bidder has a right to recycling facility capable of single stream processing for Recyclables for the term of the Contract.



1.15.7 - A copy of bidder's most recent Federal Motor Carrier Safety Administration's CSA (Compliance, Safety, Accountability) Report. Whether the above-required information submitted by bidder is acceptable to the Borough shall be in the Borough's sole discretion.

1.16 Disqualification of Bidders

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes may be considered sufficient for disqualification of a bidder and the rejection of his/her/its bid:

1.16.1 - Evidence of collusion among bidders and/or potential bidders.

1.16.2 - Lack of competency as revealed by experience or equipment statements as submitted or other sources or documents.

1.16.3 - Lack of responsibility, as shown by past work, judged from the standpoint of workmanship as submitted.

1.16.4 - Default on any previous performance contract(s) within the past ten (10) years.

1.16.5 - Any prior criminal record of the contractor and/or its principals deemed relevant by the Borough.

1.17 Name, Address and Legal Status of Bidder

The Bid must be properly signed in ink and the address of the bidder given. The legal status of the bidder, whether corporation, partnership, or individual, shall also be stated in the bid.

A corporation shall execute the bid by its authorized officer and shall also list the state in which it is incorporated. For a partnership, the General Partner(s) shall execute the bid and list the state in which the partnership is registered.

The place of residence of each bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given with bidder's signature.

If the bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the bid.

Anyone signing a bid as an agent of another, or others must submit legal evidence of bidder's authority to do so.



1.18 Observance of Laws

The Contractor, and its agents, employees, and subcontractors, shall at all times shall observe and comply with federal, state and Borough laws, bylaws, ordinances and regulations as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the Work, materials, employees or contract. In addition, Contractor agrees that Contractor shall protect and indemnify the Borough, its Council members, officers, employees and agents against any claims or liability arising from or based upon violation of such laws and regulations, whether by itself, its subcontractors, or its agents or employees.

Contractor shall, throughout the performance of the Contract, keep itself fully informed of all existing and future laws and regulations in any manner affecting those engaged or employed in the Work, or in any way affecting the conduct of the Work. If any discrepancy or inconsistency is discovered in the Contract in relation to any such laws and regulations, the Contractor shall forthwith report the same, in writing, to the Borough Manager or his designee. When a discrepancy arises, the terms and conditions of the Contract shall control except when a Court or Government Agency of competent jurisdiction orders otherwise.

1.19 Background and Examination of Borough

Bidders shall inspect the entire Borough and make their own determination with respect to the number of collections, collection types and locations and all other circumstances that affect the cost of services to be performed. Estimates provided are not to be considered as binding and bidders shall assume all patent and latent risk in connection with the aforementioned. The following information is provided for the use and consideration of the bidder. The Borough makes no representations or warranties as to the accuracy of the estimates, projections or information.

DESCRIPTION	AMOUNT
Residential Dwelling Units estimated as of January 1, 2026 (Approx)	980
Population per 2020 Census	2,875
Total Curbside MSW Reported in 2024	1,100
Total Curbside MSW Reported in 2025	1,097
Total Recyclables Reported in 2024	29.44
Total Recyclables Reported in 2025	38.64

*tonnage



1.20 Authority of the Borough

The Borough shall be the sole judge of the intent and meaning of the Contract Documents and its decisions thereon and its interpretations thereof will be final, conclusive and binding on all parties.

The Borough Manager or his designee shall be the representative of the Borough during the life of the Contract, and, will observe the Work on behalf of the Borough. The Borough Manager or his designee shall have the authority:

- a. To act on behalf of the Borough to the extent expressly provided in the Contract or otherwise as approved, in writing, by the Borough Council;
- b. To stop the Work whenever such stoppage may be necessary;
- c. To approve and direct the sequence of execution and general conduct of the Work and to direct changes be made in such sequence when, in its sole discretion, public necessity or welfare, the interest of the Borough, or the progress of the Work will require: such approval or direction will, however, in no way relieve or diminish the responsibility of the Contractor for or in the performance of the Work; To determine the amount, quality, acceptability and fitness of all Work, materials and equipment required by the Contract; and
- d. To decide all questions which arise in relation to the Work, the performance thereof, and the fulfillment of the Contract.
- e. Any delay, failure or omission of the Borough to exercise any rights or powers shall not impair any such rights or powers, nor shall the same be construed to be a waiver thereof or any acquiescence therein, nor shall any such action or inaction by the Borough alter or impair the rights of the Borough.
- f. Contractor agrees that Borough does not supervise, direct or have control or authority over, nor is responsible for the Contractor's means, methods, techniques, sequences or procedures of performance of the Work or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the Work. The Borough shall not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract.



1.21 Scavenging

Scavenging is strictly prohibited. This prohibition excludes searches by the owner for valuables accidentally misplaced or that may be lost.

1.22 Excessive Municipal Solid Waste and Recyclables

Contractor shall contact the Borough if, while performing regular collections, MSW, and Recyclables if applicable, is continuously piled above the rim of Acceptable Container(s) or on the ground beside Acceptable Container(s), at certain residences, so that the problem may be addressed and corrected. Further, subject to the above noted specification and conditions associated with the collection of Acceptable Container(s), the Contractor is not responsible for collecting Acceptable Container(s) weighing in excess of the container's manufacturer's recommended maximum capacity or for collecting excess MSW, or Recyclables if applicable, placed next to or on the side of Acceptable Container(s) excepting Bulk Items pursuant to the Specifications.

1.23 Collection Operation

1.23.1 - Operations Plan; Schedule; Notification of Schedule; Schedule Modification; Notice of Schedule Modification

Operations Plan, bidder shall submit an operations plan that includes days of the week designated for the residential curbside collections of MSW and Recyclables if applicable, in accordance with the terms below, and shall include:

- a. Days of weekly collection
- b. Collection districts, routes, and borders
- c. Spill remediation procedure.

On Bidder's Bid Form, bidder shall state the collection day of Wednesday for MSW, and the last Tuesday of each month for Recyclables if applicable, for Residential Dwelling Units, Non-residential Dwelling Units and Municipal Facilities. The standard collection day shall not start before 6:00 a.m. or continue after 4:30 p.m. The standard collection day may only be changed to a Saturday when there is a holiday on the standard collection day, or where, due to weather conditions, it is not reasonably possible to collect on the standard collection. Exceptions to the collection hours shall be affected only by mutual agreement between the Borough and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection



route due to unusual circumstances, such as adverse weather conditions, equipment breakdown, etc., which exception shall be subject to written approval of the Borough Manager.

Any change in the scheduled day of collection for all or parts of the Borough shall only be made after obtaining the written approval of the Borough. Contractor shall give thirty (30) days advance written notice to all Residential Dwelling Units, Non-residential Dwelling Units, and Municipal Facilities of any such changes. Borough shall provide Contractor with name and addresses of all Residential Dwelling Units, Non-residential Dwelling Units and Municipal.

Before commencing Work under said contract, the Contractor shall give at least 30 days advance notice, by mail, to Residential Dwelling Units, Non-residential Dwelling Units and Municipal Facilities regarding the day of the week collection will be made. Borough shall provide Contractor with name and addresses of Residential Dwelling Units, Non-residential Dwelling Units and Municipal Facilities. In the event the Contractor fails to make a regularly scheduled collection without just cause, the Contractor shall be deemed in default and Borough may make a claim against the surety for damage incurred by the Borough according to the terms of the Performance Bond or Letter of Credit, as the case may be.

1.23.2 Collection Districts - Collection districts and routes shall be determined by the Contractor and are subject to the approval of the Borough. The boundaries of each collection district shall be defined using major, well-known streets and other features so that route boundaries can be readily defined on a map and described to residents. Thirty (30) days prior to the scheduled start of collection, the Contractor shall provide the Borough with one map showing in detail the proposed collection zones. Any subsequent changes proposed by the Contractor to the collection zones are subject to the written approval of the Borough. The Contractor shall be responsible for providing thirty (30) days advance notice to residents of any such changes that receive Borough's written approval.

The Contractor shall be required to submit basic route information such as the number of collection routes per collection zone, the number of stops per route and route identification information (street names). This information shall be supplied to the Borough prior to the initial collection. Any changes to these collection routes shall be provided upon request of the Borough.

1.23.3 Complaints - All service complaints received by the Borough shall be referred to the Contractor for prompt and courteous attention.

- a. In case of alleged missed scheduled collection, the Contractor shall investigate immediately and, if such allegations are verified, shall arrange for the collection of



the MSW, and Recyclables if applicable, within twenty-four (24) hours after the complaint is received.

- b. In the event that Contractor, or any of its employees, spills any material during the collection process, it shall be the sole responsibility of the Contractor to clean up said spilled material immediately. Contractor agrees that all duties to be performed by it will be completed in a neat and competent manner.
- c. The Contractor is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private or public property, close and relock all gates and doors that they open, return Carts, Containers, or Dumpsters to their original location and not block driveways, mailboxes, etc. While collecting, employees shall wear uniforms or other identification supplied by the Contractor. The Contractor shall only employ competent persons licensed and/or skilled in the various job requirements in connection with the Contract.
- d. The Contractor shall maintain an office by which the Borough and/or Borough residents/businesses can contact the Contractor with complaints, requests for missed collection and other coordination with Borough staff. The office shall be equipped with sufficient phones message/voicemail and email and have responsible personnel operating such office from 8:00 a.m. to 5:00 p.m. Monday through Friday. After hours voicemail messages and emails shall be returned the following day. The telephone number shall be one that can be reached by the Borough residents/businesses with a non-toll call.
- e. The Contractor shall be available for communication with the proper Borough officials at all times. Contractor shall provide the Borough with a telephone number where a responsible employee or Contractor is available during regular business hours.
- f. Contractor shall maintain a daily log of all complaints received from Borough residents, which shall be available for inspection by the Borough and submitted to the Borough on a monthly basis with the Contractor's monthly bill.

1.23.4 Place of Collection

- a. **Residential and Non-residential Dwelling Unit Collection** - All MSW, and Recyclables if applicable, for Residential and Non-residential Dwelling Units shall be made at the curbside, subject to special arrangements made by mutual agreement between the Contractor and the Borough. Curbside waivers may be obtained on a



limited, case-by-case basis, which shall be an agreed upon and mutual decision between the Borough and the Contractor. After collection, the Contractor shall return the Acceptable Container in a neat and orderly manner to their original curbside location. The Borough shall have the final determination over any Acceptable Container disagreements.

It shall be the Contractor responsibility to give notice to the Borough Manager if Contractor believes the placement of Acceptable Containers is hindering its performance of the Contract. However, the Borough shall be the sole and final judge as to such conditions and locations. In the event that Contractor or the Borough should provide Residential and Non-residential Dwelling Units with Carts for Recyclables during the term of this Contract, the Contractor shall collect said Carts:

- 1) From properties with sidewalks on the owner's property, within five (5) feet of the sidewalk or curb; and
- 2) When the foregoing location slopes at a grade making placement of a said Cart difficult, the nearest reasonable level area; and
- 3) If no sidewalk, or dense shrubbery or extraordinary circumstances preclude such a location, from a placement suitable to the customer and convenient to the Contractor's equipment.
- 4) It shall be the Contractor responsibility to give notice to Borough staff if it believes the placement of said Carts is hindering its performance of the Contract. However, the Borough shall be the sole and final judge as to such conditions and locations.

b. Municipal Facilities Collection - The Contractor shall collect MSW, and Recyclables if applicable, from Municipal Facilities receiving Dumpster service as follows:

- 1) Existing Dumpsters or Carts at Municipal Facilities included in this contract shall be collected from their existing locations, unless the site manager would like them relocated to an alternate location. In such cases, the Contractor and site manager will attempt to reach agreement on a new location. If agreement cannot be reached, the Borough will meet with both the Contractor and site manager and the Borough will decide the new location;



- 2) Any new Dumpster or Cart placements at Municipal Facilities shall be located on the site in a manner satisfactory to the Borough and/or the site manager and for collection by the Contractor. The Borough shall mediate any disagreements over Container placement and collection. The Borough decision shall be final and binding; and
- 3) The Contractor is required to provide collection service at Municipal Facilities from locked areas when so requested by the building's site manager. For entry into such a locked area, the Borough shall provide the Contractor with a mechanism to gain access to the locked areas.

1.23.5 Collection Vehicles - All vehicles used for collection shall be registered with the Commonwealth of Pennsylvania ("Commonwealth") (or the equivalent agency if registered in another State) and shall be kept in a clean and sanitary condition, disinfected at least once a week in good order and repair, well-painted in a uniform manner, and numbered. All collection equipment used under this Contract shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits. All such vehicles shall be operated in conformity with the laws of the Commonwealth.

Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. The Contractor shall provide to the Borough a complete inventory showing each vehicle (type, capacity, approximate age) used for performing the Contract.

In no event shall any collection vehicle remain parked on any public thoroughfare for a continuous period exceeding two (2) hours. Vehicles shall be emptied on a daily basis.

1.23.6 Service Disruptions

- a. **Weather-related** - When severe weather as determined by Northampton County or Pennsylvania State officials prevents collection on the scheduled day, the Contractor shall make collection on the next weekday. Residents will be instructed to provide for visibility and access to Acceptable Containers, Volume Collection, Bulk Item, and/or White/Metal Goods.

If severe weather continues for one week or more, Contractor shall, on the first day that regular service to a customer resumes, collect all the permitted materials that were amassed for collection during the interval when collections were missed. The Contractor shall notify the Borough as soon as possible of any non-collection days due to severe weather, and if possible, the notification shall be made the previous day or by 6:00 a.m. of the collection day.



b. **Non-weather related** - When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next collection day. The Contractor shall provide all the collections required during the collection week. Contractor shall contact the Borough as soon as possible when Contractor is unable to effectuate collection due to road closures and/or blockages. In the event that collection cannot take place the same day of the road closure/blockage, Contractor shall notify the Borough of when collection will take place.

1.23.7 Default and Deductions for Violation of the Contract - In the event Contractor defaults in the performance of any of its obligations under the terms of the Contract, the Borough shall notify the Contractor in writing of the nature of such default. If Contractor fails to correct a default within a reasonable period of time as determined by Borough, Contractor shall be in material breach of the terms and conditions of the Contract, and the Borough, without further notice, shall have all of the following rights and remedies which the Borough may exercise including, but not limited to: (1) the right to declare that the Contract, together with all rights granted therein to the Contractor, are terminated, effective upon such dates as the Borough shall designate; (2) the right to license others to perform services otherwise to be performed by the Contractor, or to perform such services itself; (3) to make a claim pursuant to the Performance Bond then remaining; and (4) collect Liquidated Damages as set forth in 1.23.8 below.

1.23.8 Liquidated Damages - Inasmuch as damage and loss will be difficult or impossible to accurately assess, the Contractor shall pay the Borough as liquidated damages, and not as a penalty, in all cases where the Borough shall elect to accept such liquidated damages in lieu of actual damages, the various sums for the specific acts as set forth on the following schedule:

Refuse not timely collected, per house, per occurrence.	\$125.00
Complaint not timely attended to, per occurrence.	\$125.00
Spilling of any refuse in conveying it from the curb to the truck and failing to immediately clean the street, per occurrence.	\$200.00 plus cost of clean up



Damage to Borough property; clean-up costs.	To be billed at time and material
Leaving containers in cart way or shoulder of any road.	\$125.00
Unnecessary noise after 10:00 p.m. and before 6:00 a.m. (truck brakes, compactor, engine and container clatter is a necessary incident; but not music, shouting, and/or excessive banging of containers).	\$50.00
Breakage, spillage, dumping, blowing, or other Discharge from a Contractor's vehicle	\$200.00 plus cost of clean up
Damage to container by Contractor.	Replace with container of same size

If the number of Contract violations exceeds twenty-five (25) in any one month, the Borough shall have the option of terminating the Contract, with no liability or obligation to the Borough, by providing at least sixty (60) days written notice in advance of such termination.

In addition, the Contractor shall be responsible and perform all cleanup and repairs necessary due to his/her actions or inactions under the Contract and shall be liable for all costs of such cleanup or repairs.

The Borough shall have the right to deduct from the monthly payments made to the Contractor those amounts as predetermined to be liquidated damages. It shall be a condition of the Contract that the question of deduction shall be decided by the Borough, subject to a right of appeal to the Borough Council by the Contractor.

1.24 Effective Date

The Contract shall be effective upon execution of the contract. Collection of MSW shall begin on or about the week of January 4, 2027, as stated in Section 1.05.

1.25 Nondiscrimination/Equal Opportunity

Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include but is not limited to:



employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice setting forth the provisions of this nondiscrimination clause. By submitting a bid, Contractor certifies that it is an equal opportunity employer and complies with all federal and state employment regulations.

1.26 Indemnification

Contractor agrees that Contractor shall protect, defend, indemnify and save harmless the Borough and the Borough's officers, Council members, employees and agents from any and every claim and risk, and from all losses, penalties, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses"), on account of injury to or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assigns as well as the Borough or the Borough's agents, and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with or related to the Work performed under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Borough, or any other property.

Contractor's duty of indemnification herein includes, but is not limited to, the duty to defend and indemnify for all claims arising from alleged or actual violations of federal or state environmental protection or pollution control statute(s). This indemnification further includes any civil claim for personal injury or property damage arising from the alleged or actual violation of federal or state environmental protection or pollution control statute(s).

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at its sole expense, and agrees to bear all other costs and expenses related thereto, even if they are (claims, etc.) groundless, false or fraudulent.

1.27 Licenses and Fees

The Contractor shall obtain all licenses and permits and shall promptly pay any and all fees and/or costs required by the United States, any state, county, and/or local government.

1.28 Insurance

The Contractor, prior to or at execution of the Contract with the Borough, shall provide evidence in the form of certificates of insurance acceptable to the Borough that the



insurance specified below is in full force and effect. Each certificate of insurance shall require that notice by certified mail be given to the Borough at least thirty (30) days prior to cancellation or material change in the policies. The required insurance policies set forth below shall be written by a reputable insurance company (A.M. Best financial strength rating of at least an A-) licensed to do business in the Commonwealth of Pennsylvania. To partially support the indemnifications by Contractor set forth in these Specifications, Contractor agrees that said policies of insurance shall name the Borough of Freemansburg, its elected officials, employees and agents as additional insureds on a primary, non-contributory basis on all such policies via endorsement (if necessary) at Contractor's sole cost and expense.

Each certificate of insurance shall contain: (1) inception and expiration dates of insurance policy(ies); (2) limits of liability; (3) nature of coverage(s) provided including special hazards, if required; (4) name(s) of insurance company(ies); (5) policy number(s); (6) notation of deductible and self-insurance retention applicable to any contract of insurance; (7) notation of policy endorsement that provides for thirty (30) calendar days prior written notice to the Borough in the event of change, canceling or renewal; and (8) underlying insurance requirements for excess liability contracts.

For purposes of this contract, the Contract shall maintain in full force and effect Workers Compensation and Employers Liability, Commercial General, Commercial Auto and Commercial Umbrella Liability Insurance at Contractor's sole cost and expense. These types of insurance shall be carried in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers Compensation and Employers Liability	Statutory \$100,00.00 Each Incident \$500,000.00 Disease Policy Limit \$100,000.00 Disease – Each Employee
Commercial General Liability Personal Injury Liability Personal Property Damage Liability	\$1,000,000.00 Each Occurrence \$2,000,000.00 Products Aggregate \$2,000,000.00 General Aggregate \$100,000.00 Fire Damage
Commercial Auto Liability	\$1,000,000.00 per Accident
Bodily Injury and Property Damage Liability	\$5,000,000.00 Aggregate
Commercial Umbrella Liability	\$5,000,000.00 Each Accident \$5,000,000.00 Aggregate



The policies of liability insurance so required above to be purchased and maintained shall remain in effect at least until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Contract. Any failure on the part of the Contractor to maintain the required insurance coverage stated above, shall be grounds for termination of the Contract.

Proof of workers compensation insurance shall be submitted prior to signing the Contract. It shall be the responsibility of the Contractor to make certain that its subcontractors comply with any such insurance requirements relating to them.

1.29 Basis and Method of Payment

1.29.1 - Collection Rates - For collection services required to be performed pursuant to the Contract, the charges to the Borough shall not exceed the rates fixed by the Contractor and surety shall continue to be liable for any increase in costs above the contract price for the balance of the contract, and the Borough shall not be responsible for any increase of wages or other costs incurred by the Contractor and/or Contractor's surety.

1.29.2 - Contractor Billings to Borough - The Contractor shall submit a bill for services rendered within ten (10) days following the end of each billing month during which MSW, and Recyclables if applicable, are collected. Each billing shall be accompanied by a monthly waste and recycling tonnage report (the "Monthly Tonnage Report"). Payment shall not be made by the Borough unless and until the Monthly Tonnage Report and Drop-off Log are each completed in full and provided to the Borough. The information required on the Drop-off Log may be combined with the Monthly Tonnage Report.

1.29.3 Adding Residential Dwelling Unit, Non-residential Dwelling Unit, or Municipal Facilities - Presently, there are approximately **980** Residential Dwelling Units. Year round, Contractor shall provide the Work to any other additional Residential Dwelling Unit, Non-residential Dwelling Unit, or Municipal Facility, as designated by the Borough, in writing, at the Price Per Unit, Cart, Container, or Dumpster for the applicable Contract Year and pro-rated accordingly.

1.29.4 Discontinued Service to Residential Dwelling Unit, Non-residential Dwelling Unit and Municipal Facility - Contractor shall discontinue Work to any Residential Dwelling Unit, Non-residential Dwelling Unit, or Municipal Facility upon written notice sent to Contractor from the Borough. Upon said notice, a credit shall be given by Contractor to Borough at the Price Per Residential Dwelling Unit, Non-residential Dwelling Unit or Municipal Facility for the applicable Contract Year and pro-rated accordingly. Upon further written notification from the Borough, the Contractor shall resume Work for the next regularly scheduled collection day. Upon said notice, the Residential Dwelling Unit, Non-residential



Dwelling Unit of Municipal Facility shall be added back to the Contract at the Price Per Unit for the applicable Contract Year and pro-rated accordingly.

1.30 Transferability of the Contract

The Contract may not be assigned, delegated, transferred by the Contractor, in whole or in part, nor may any obligation of the Contractor under the Contract be assumed by any other person or third party without the prior written consent of the Borough and concurrence by the surety(s).

In addition, the Contractor shall not subcontract any portion of the Work, including collection of MSW without the prior written approval of the Borough. In the event of any such written approval of a subcontractor, Contractor shall remain responsible for true and faithful performance of all Work pursuant to the Contract. The Contractor shall also remain liable for any and all damages by the subcontractor. The Borough acceptance of any subcontractor may be revoked at any time and for any reason. This Section shall not limit the Borough's right to recover for breach of Contract or any other legally recognizable cause of action; nor will acceptance by the Borough of any subcontractor constitute a waiver of any right of the Borough to reject defective Work.

With regard to any claim or dispute with respect to payment of a subcontractor, the Contractor expressly agrees to defend, indemnify and hold the Borough harmless in the event any suit is brought on account of a dispute between any of the parties including, but not limited to, subcontractors.

1.31 Exclusive Contract

Subject to certain limitations set forth in the Contract Documents, the Contractor shall have the sole and exclusive franchise, license and privilege to provide MSW and recycling collection (if awarded) for all Residential Dwelling Units, Non-residential Dwelling Units and Municipal Facilities within the corporate limits of the Borough, unless such Residential Dwelling Unit, Non-residential Dwelling Unit and Municipal Facility has been exempt from the contract under the authority of the Borough.

Industrial establishments are not included in this grant of franchise. Except as otherwise set forth for in these Specifications, industrial establishments are not included in this grant of franchise.



1.32 Work Stoppage

Borough shall hold the Contractor responsible for failure to provide services due to striking of personnel employed by the Contractor. The Contractor is required to complete its obligation under the Contract, even if it is affected by strike, job action or other disruptive labor activity. However, the Borough will not impose any penalty nor bring any action against the Contractor to perform the conditions of the Contract for the first twenty-four (24) hours of any strike or job action should such strike or job action prevent the collection of MSW, and Recyclables if applicable, by the Contractor during this initial twenty-four (24) hour period. All other rights, remedies and options available to the Borough under the Contract shall remain unaltered by this Section.

1.33 Ownership

Title to MSW shall pass to the Contractor when placed in the Contractor's collection vehicle or when removed by the Contractor from a premise, whichever occurs first. Contractor shall maintain a log containing dates of which Contractor drops off MSW, and Recyclables if applicable, Contractor shall be solely liable for the MSW, and Recyclables if applicable, while they are in the contractor's possession or transferred for disposal. The Borough shall not be responsible for any liability associated with the MSW, or Recyclables if applicable, once said materials are in Contractor's possession.



EXHIBIT "A"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____
_____ a corporation organized and existing under the laws of _____
_____ as Principal, and _____
_____ a corporation organized and existing under the laws of _____, and
legally authorized to do business in Pennsylvania, as Surety, are held and firmly bound unto the
Borough of Freemansburg, Northampton County, Pennsylvania, (hereinafter called "Obligee"),
in the sum of: _____ **Dollars**
\$ _____ lawful money of the United States of America, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, personal representatives,
successors and assigns, jointly and severally, firmly by these present.

WHEREAS, OBLIGEE, on this _____ day of _____ **2026**,
\$ _____ accepted the bid of the Principal **for Freemansburg Garbage
Bid 2027**, in the amount of: _____ **Dollars**
_____ to furnish all tools, workmen and materials to do and perform all the Work
required, and awarded the Work to the Principal; and

WHEREAS, it is required by law that a performance bond with sufficient surety and conditioned
as hereinafter set forth should be given; and

WHEREAS, the advertised request forbids, Specifications, notice of award and Contract are made
a part hereof, with the same effect as though they were herein set forth at length.

NOW THEREFORE, the condition of this Obligation is such, that if the said Principal shall
well, truly and faithfully perform and comply with all the terms, covenants and conditions on its
part to be kept and performed, according to the true intent and meaning of said advertised request
for bids, Specifications, notice of award and Contract, then this obligation to be void; otherwise
to be and remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

SIGNED, SEALED AND DATED THIS ____ **DAY OF** _____, 2026

WITNESS:

BY:

(Seal)

WITNESS:

BY:

Attorney-in-Fact Surety (Seal)

EXHIBIT "B"

CONTRACT FOR FREEMANSBURG GARBAGE BID 2027

BY THIS CONTRACT, effective this _____ day of _____, _____, by and between the BOROUGH OF FREEMANSBURG, a political subdivision and municipal corporation duly organized and existing under the Borough Code and the general municipal laws of the Commonwealth of Pennsylvania, with business offices at 600 Monroe Street, Freemansburg, Northampton County, Pennsylvania 18017 (hereinafter "Borough")

AND

_____, a corporation registered to do business in Pennsylvania, with business offices at _____ (hereinafter "Contractor")

WITNESSETH:

WHEREAS, pursuant to the Specifications (as hereinafter defined), the Borough desires to obtain services for the collection, transport and disposal of municipal solid waste, for residential dwelling units and qualified commercial establishments in the Borough; and,

WHEREAS, according to law, the Borough has duly prepared the required legal notice (Notice to Bidders) for the Specifications; and,

WHEREAS, the Contractor has submitted a bid to provide such services, which conforms to the requirements set forth by the Borough; and,

WHEREAS, the Borough now desires to accept the bid of the Contractor to provide such services, and the borough further desires that such services be performed under and subject to the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of each respective agreement, covenants, promises, representations, and warranties as contained or referenced herein, the Borough and the Contractor mutually agree as follows:

1. WORK TO BE DONE BY CONTRACTOR: The Contractor agrees to provide collection, transport and disposal of municipal solid waste, and recyclables if applicable, for

residential dwelling units, non-residential dwelling units, and municipal facilities in the Borough in a careful and professional manner in accordance with the "Freemansburg Bid 2027 Bid Specifications for Collection, Transport, and Disposal of Municipal Solid Waste and Borough of Freemansburg, Pennsylvania," a true, correct, and complete copy of which is attached hereto as **Exhibit "A"** and incorporated by reference (herein, referred to as "Specifications"), Contractor's "Freemansburg Bid 2027 Bid Pricing Form" attached hereto as **Exhibit "B"** and incorporated herein by reference, and the remainder of Contractor's Bid Documents submitted with Contractor's Freemansburg Bid 2027 Bid Pricing Form, which documents are on file at the Borough office and incorporated herein by reference.

2. PAYMENT BY BOROUGH: The Borough agrees to pay the Contractor \$ _____ annually, for services set forth in the Borough's Notice of Award to the Contractor for a _____ () Year term to include calendar years _____, _____ and _____.

3. ENTIRE AGREEMENT: This Contract contains the whole agreement between the parties and there are no other terms, obligations, covenants, representations, statements, oral or written or otherwise of any kind whatsoever.

4. APPLICABLE LAW: This contract shall be construed under the laws of the Commonwealth of Pennsylvania.

5. SEVERABILITY: This Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be held to be prohibited or invalid under such applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Contract.

6. BINDING EFFECT: This Contract shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

{remainder of this page intentionally left blank}

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Borough and the Contractor have affixed their hands and seals effective on the day and date first stated above by their respective officers, who hereby certify for themselves respectively that they are duly authorized and empowered to execute and enter into this Contract.

ATTEST:

CONTRACTOR:

Name: _____

Title: _____

SWORN TO and subscribed

before me this _____ day of _____, 2026

(Notary Public)

ATTEST:

FREEMANSBURG BOROUGH COUNCIL:

Name: _____

Title: _____

SWORN TO and subscribed

before me this _____ day of _____, 2026

(Notary Public)

Exhibit "C"

BIDDER'S BID FORM

Bid of _____(hereinafter called "Bidder")

Bidder is a (check one):

Partnership

Corporation

Bidder is organized and existing under the laws of the State of _____.

Bidder is doing business as _____.

To: Council of the Borough of Freemansburg

The undersigned, having examined the Freemansburg Bid 2027 Bid Specifications and Contract Documents for Collection, Transport, and Disposal of Municipal Solid Waste of Freemansburg, Pennsylvania, acknowledges his, her or its agreement with same and proposes to furnish all labor and equipment to perform all Work necessary for the Project, all in accordance with the Specifications and the Contract to be executed by the successful bidder.

By submission of this bid, bidder certifies that this bid has been made independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or potential bidder. Below are pages 2 are 3 of Bidder's Bid Form, which pages are incorporated herein by reference. The undersigned certifies Bidder's Bid Documents and that s/he is duly authorized and empowered to execute and submit this bid.

Address: _____

Phone Number: _____

Signature _____

Name: _____

Title: _____

Bidder hereby submits the following bid pricing subject to the terms and conditions of the Specifications and Addenda (if any). This bid is submitted for a **five (5) year term** with Borough of Freemansburg subject to any extension permitted by the Specifications and Addenda (if any). *Please provide all cost numbers in words and figures.*

SERVICE DESCRIPTION	BID AMOUNT WRITTEN IN WORDS	PRICE PER UNIT/SERVICE	ANNUAL COST IN FIGURES
Section 1.04.1 (a)(i) Curbside Weekly MSW			
Section 1.04.1 (b)(i) Curbside Monthly Recycling			
Section 1.04.2 (a) Per Additional Cart			
Section 1.04.2 (b) Per Bulk Item			N/A
Section 1.04.2 (c) Per White/Metal Good			N/A
Section 1.04.2 (d) Per Additional Bag			N/A

Bidder hereby submits the following bid pricing subject to the terms and conditions of the Specifications and Addenda (if any). This bid is submitted for a **three (3) year term** with Borough of Freemansburg subject to any extension permitted by the Specifications and Addenda (if any). *Please provide all cost numbers in words and figures.*

SERVICE DESCRIPTION	BID AMOUNT WRITTEN IN WORDS	PRICE PER UNIT/SERVICE	ANNUAL COST IN FIGURES
Section 1.04.1 (a)(i) Curbside Weekly MSW			
Section 1.04.1 (b)(i) Curbside Monthly Recycling			
Section 1.04.2 (a) Per Additional Cart			
Section 1.04.2 (b) Per Bulk Item			N/A
Section 1.04.2 (c) Per White/Metal Good			N/A
Section 1.04.2 (d) Per Additional Bag			N/A

Exhibit "D"

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we,
_____ (hereinafter called the "Principal") and _____

authorized to transact business in Pennsylvania, and having its principal office at _____
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto Borough of
Freemansburg (hereinafter called the "Obligee"), as Obligee, in the sum of Thirty-Five Thousand
and 00/100 Dollars (\$35,000.00) lawful money of the United States of America, for payment of
which we bind ourselves, and each of our respective heirs, legal representatives, successors and
assigns, jointly and severally, by these presents.

WHEREAS, said Principal is herewith submitting to the Obligee a Bid dated _____,
2026, to perform all necessary work for the Obligee's proposed Freemansburg Bid 2027 Garbage
Bid Specifications For Collection, Transport, and Disposal of Municipal Solid Waste, Borough
of Freemansburg, Pennsylvania, pursuant to Specifications and other Bidding Documents
incorporated into said Bid by reference; and it is a condition of the Obligee's receipt and
consideration of said Bid that such shall be accompanied by Bid Security to be held by the
Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall furnish a
Performance Bond to the Obligee as required by the Specifications upon the Obligee's delivery
to the Principal, of notice of intention to accept the Principal's Bid and to make a formal award of
contract, and Principal shall enter into such contract and shall furnish said Performance Bond
and insurance certificates in all respects as required by said Bidding Documents, then this
obligation shall be void, but otherwise it shall remain in full force, and the Principal and Surety
shall pay to the Obligee the difference between the amount of the Principal's accepted Bid and
any higher amount, for which the Obligee may contract for the required work, plus any
advertising, legal and other expenses incurred by the Obligee by reason of the default; provided,
however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid
Security together with interest.

SIGNED, SEALED AND DATED THIS ____ DAY OF _____, 2026

ATTEST:

PRINCIPAL

Name: _____

Title: _____

Attorney-in-Fact Surety (SEAL)

EXHIBIT "E"

NON-COLLUSION AFFIDAVIT

State of _____

SS:

County of _____

I state that I am _____ (Title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers, I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other non-competitive bid.
5. _____ (Name of Firm) its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (attach additional page(s) if necessary).
6. 5. _____ (Name of Firm) acknowledges that the above representations are material and important, and will be relied on by the Borough of Freemansburg in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Borough of Freemansburg of the truth relating to the submission of bids for this contract.

[SIGNATURE PAGE TO FOLLOW]

Name: _____

Title: _____

SWORN TO and subscribed
before me this
_____ day of _____, 2026

(Notary Public)

EXHIBIT "E"

NON-COLLUSION AFFIDAVIT

State of _____

SS:

County of _____

I state that I am _____ (Title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers, I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other non-competitive bid.
5. _____ (Name of Firm) its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (attach additional page(s) if necessary).
6. 5. _____ (Name of Firm) acknowledges that the above representations are material and important, and will be relied on by the Borough of Freemansburg in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Borough of Freemansburg of the truth relating to the submission of bids for this contract.

[SIGNATURE PAGE TO FOLLOW]

Name: _____

Title: _____

SWORN TO and subscribed
before me this
_____ day of _____, 2026

(Notary Public)

EXHIBIT "F"

BIDDER'S AFFIDAVIT OF EXPERIENCE AND QUALIFICATIONS

State of _____

SS:

County of _____

I state that I am _____ (Title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers, I am the person responsible in my firm for the price(s) and the amount of this bid.

Section I.

1. Name of Contractor	
2. Office Address	
3. Phone #	
4. Years in business	
5. Please identify the Contractor's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Contractor is a publicly traded corporation, the officers: Attach additional pages if necessary.	
6. Please identify any subcontractors, their principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the subcontractor is a publicly traded corporation, the officers: Attach additional pages if necessary	
7. List at least three (3) municipalities with which you currently have or recently had a contract for MSW and/or Recyclables collection, and provide the names and	a. Municipality: Municipal Contact Person: Telephone:

telephone number of the municipal employee that oversees each such Contract.	b. Municipality: Municipal Contact Person: Telephone: c. Municipality: Municipal Contact Person: Telephone:
--	--

Section II.

A. For Contract Implementation:

The Borough expects to communicate directly with one individual designated for ultimate responsibility for the Contract. The Borough will be notified immediately of any changes to this information. Provide all of the following information.

Name	
Mailing Address	
Direct Phone #	
Mobile Phone #	
Fax #	
Email	

B. For Customer Service Issues:

The Borough expects to communicate directly with one individual designated for day-to-day customer service and miscellaneous issues that may arise. The Borough will be notified immediately of any changes to this information. Provide all of the following information.

Name	
Direct Phone #	

Mobile Phone #	
Email	

Section III.

List the vehicle information Bidder will be utilizing for each service category. Indicate the number of each model and make listed; if they are currently owned or leased, if on site at the hauler's location, the license number & any company vehicle ID number and the date of delivery if not currently owned or on site.

Bidder certifies and affirms that the equipment listed herein will be capable of servicing the Contract. In the event the equipment listed below becomes insufficient in servicing any portion of the contract in the sole discretion of Borough of Freemansburg, Bidder certifies and affirms that it will purchase/acquire additional equipment to fulfill its obligations under the contract herein.

Service Type	Chassis Make Model Year	Body Make Model (Year)	Owned or Leased	Now Onsite	DMV Tags or Company ID No.	Anticipated Delivery Date *
MSW						

I state that _____ (Name of Firm) acknowledges that the above representations are material and important and will be relied on by the Borough of Freemansburg in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Borough of Freemansburg of the truth relating to the submission of bids for this contract.

Name: _____

Company Position: _____

SWORN TO and subscribed
before me this _____ day of
_____, 2026

(Notary Public)