

MIDD-WEST SCHOOL DISTRICT

8 Dock Hill Road, Middleburg, PA 17842 • 570-837-0046 • Website: www.mwsd.cc

The Midd-West School District is requesting quotations from interested parties for refuse removal from 2024-2027 at the following locations:

Middleburg Elementary School
600 Wagenseller Street
Middleburg, PA 17842-1294

West Snyder Elementary School
645 Snyder Avenue
Beaver Springs, PA 17812-9795

Midd-West High School
540 East Main Street
Middleburg, PA 17842-1296

Midd-West Middle School
10 Dock Hill Road
Middleburg, PA 17842-8910

Maintenance Shed
Midd-West Middle School
30 Dock Hill Road
Middleburg, PA 17842

Details of how to submit a quote are attached and any questions can be directed to: Dan Auman, Supervisor of Buildings and Grounds, Midd-West District Administrative Office, 10 Dock Hill Road, Middleburg, PA, 17842, telephone number (570) 837-0046 Ext. 1701, or email dauman@mwsd.cc for further information.

Deadline for receipt of quotations is, **June 3, 2024 at 2:00 p.m.**

Quotations should be mailed to Midd-West School District, to the attention of Dan Auman, Supervisor of Buildings and Grounds, 10 Dock Hill Road, Middleburg, PA, 17842. Envelope should be clearly marked "REFUSE REMOVAL QUOTATION."

Thank you in advance for your participation.

Sincerely,


Dan Auman
Supervisor of Bldgs & Grounds

DA/sel

Midd-West High School
540 East Main Street
Middleburg, PA 17842

Midd-West Middle School
10 Dock Hill Road
Middleburg, PA 17842

West Snyder Elementary School
645 Snyder Avenue
Beaver Springs, PA 17812

Middleburg Elementary School
600 Wagenseller Street
Middleburg, PA 17842

REQUEST FOR BIDS

Midd-West School District requests sealed bids, at its Administrative Office located at: 8 Dock Hill Road, Middleburg, PA 17842, addressed to the attention of: Dan Auman, Supervisor of Buildings & Grounds, at or before **2:00 p.m.**, local time, on **June 3, 2024**, at which time the bids will be publicly opened as follows:

REFUSE REMOVAL BID

in accordance with Instructions to Bidders, Specifications and other Contract Documents, which interested persons may obtain at the above-mentioned offices of Midd-West School District, or by phoning (570) 837-0046, extensions 1701 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, by emailing dauman@mwsd.cc, or by accessing the bids via the District website, www.mwsd.cc under the District “tab.”

Please be aware that UPS and FedEx do not guarantee next day deliveries to our area.

MIDD-WEST SCHOOL DISTRICT

By: Joan Hassinger
Business Manager

**MIDD-WEST SCHOOL DISTRICT
8 DOCK HILL ROAD
MIDDLEBURG, PA 17842**

**INSTRUCTIONS TO BIDDERS
AND
CONDITIONS OF BIDS**

PREPARATION OF BIDS

Bids must be submitted on the bid document prepared by the School District. Upon award of any bid by the Board of Directors, the bid document which is comprised of the Advertisement, these instructions, No-Collusion Affidavit, the specifications bid form, and the Bid Certification shall constitute the contract between the successful bidder and the School District.

The bidder shall submit one (1)-completed copy of his/her bid with all pages included on the bid document furnished by the School District.

The Bid Documents must be completed by the bidder. When completing the Bid Documents, the bidder shall fill in all blanks necessary for the bid and cross out all unnecessary blanks, shall place bidder's name and telephone number on each page, shall keep all pages of each document together for submission of the bid, and shall place bidder's business address on the Bid Certification.

The bidder shall indicate unit prices of each item or items bid and shall be limited to two (2) decimal points of a dollar, i.e., \$2.99, not \$2.995. Amounts indicated beyond two (2) decimal points of a dollar will be ignored and only whole cent amounts will be used for award and ordering purposes.

Each bidder shall properly sign and execute his/her bid in the following manner:

1. If the bidder is an individual, bid shall be executed by him/her, his/her signature shall be witnessed and his/her business address shall be stated.
2. If the bidder is a partnership, the bid shall be executed in the name of the partnership by at least one partner, and the business address of the partnership shall be stated.
3. If the bidder is a corporation, the bid shall be executed in the name of the corporation by a duly authorized agent of the corporation whose authority to act shall be established by proof submitted with the bid and acceptable to the School District, and the business address of the corporation shall be stated.

SUBMITTING BID

One full set of completed and duly executed Bid Documents shall be placed in an envelope, which shall be sealed, marked "**REFUSE REMOVAL BID**," addressed to the attention of Joan Hassinger, Business Manager, and delivered to District at its Administrative Offices at 8 Dock Hill Road, Middleburg, PA 17842, at or before the time and date indicated on page one, Request for Bids. Bids will be publicly opened as indicated on page one, Request for Bids. No one shall be liable for the premature opening of a bid which is not properly marked and addressed.

QUANTITY CHANGES

The School District has the right to increase or decrease quantities by fifty percent (50%) of the quantities listed.

CAPABILITIES

Bidder may be required to provide information on the place of business servicing your area for the School District to determine the capability of the bidder to comply with the specifications.

REQUESTING EXPLANATIONS

If the bidder has a question about any provision of the available Contract Documents, or finds any discrepancy or inconsistency therein, or omission therefrom, the bidder shall give prompt written notice thereof to District, and shall obtain from District an Addendum containing the needed answer or interpretation, or supplying the omitted term, before bidding. District will send a copy of each Addendum to every known prospective bidder. Each bidder shall note receipt of each Addendum on the Receipt of Addenda to be submitted with the bid. No oral explanations will be given on behalf of District, and District will not be bound by any oral explanations that may be given.

WITHDRAWING BID

A bid may be withdrawn by a written notice of withdrawal duly executed by the bidder and delivered to District at its Administrative Offices at 8 Dock Hill Road, Middleburg, PA 17842, addressed to the attention of Joan Hassinger, Business Manager, at or before the time set for opening bids. Thereafter, no bid may be withdrawn for sixty (60) days. Any bid not accepted before the sixty-first (61st) day after the date set for public opening shall be deemed to be revoked or rejected, unless the time for accepting it is extended by the bidder.

EXTENDING BID

District may request an extension of time to accept a bid, in which case, the bidder may extend the time for not more than one year by a writing duly executed by the bidder.

AWARDING CONTRACT

District reserves the right to waive any defect, informality, or irregularity in any bid. District also reserves the right to reject any or all bids. When accepting or rejecting a bid, District reserves the right to consider every fact, matter, and circumstance pertaining to the capability and responsibility of the bidder and to the best interests of District. Unless the facts are such as to require it by law, District shall not be obligated to make an award to the lowest bidder or to any other bidder.

LAWS, REGULATIONS AND PERMITS

The successful bidder shall be responsible for all cost and compliance with all laws, regulations and permits of all local, state and federal governments. The bidder shall determine if the School District is exempt from payment of Pennsylvania State Sales Tax.

MATERIAL SAFETY DATA SHEETS

All items delivered shall have the applicable Material Safety Data Sheet (MSDS) included.

INTENT OF SPECIFICATIONS

The successful bidder shall abide by the true intent of the specifications.

STANDARD OF QUALITY

When a manufacturer and/or brand name and/or catalog number is specified, it is understood that the bidder is responsible to provide the specified brand unless stated otherwise on the bid. The specifications are intended to indicate quantity to be purchased, the quality, style, and specific features of the items and in some or all cases, a specific manufacturer and model of the item.

When a manufacturer is specified, other items meeting these specifications may be bid. However, each bidder shall name the manufacturer, identify the item as a substitute in the specifications and provide with the bid evidence of equivalency. The evidence provided shall be clearly marked in a manner to easily identify it with the item bid.

The items being bid, in some instances, are for use with existing items, and these items are plainly noted, usually as 'no substitute.'

If the Bidders submit samples as evidence of equivalency, the bidder shall submit samples of the substitute items at the same place and time the bid is due. Samples shall be of sufficient size and quantity for an adequate evaluation and may be altered or destroyed during testing and evaluation by the School District. If the bidder wants the sample(s) returned, the bidder shall state with the bid that the sample will be retrieved by the bidder. A sample, in all cases, shall become the property of the School District if not retrieved by the bidder within twenty (20) days of receiving notification by the School District that the sample is to be retrieved by the bidder.

EXECUTING BID DOCUMENTS

The Bid Documents must be duly executed by the bidder. A bid will be considered duly executed only if the Bid Documents or the accompanying authorizations to sign them

- (i) bear the signature of the owner, in the case of a sole proprietorship,
- (ii) bear the signature of at least one partner, in the case of a partnership,
- (iii) and bear the signatures of its president or vice president and its secretary or assistant secretary, in the case of a corporation.

ALTERATIONS

Alterations in fulfilling the contract must be approved in writing by the Business Manager of the School District.

HOLD HARMLESS CLAUSE

The bidder shall defend, indemnify and hold harmless the School District, its School Directors, administration and employees, from and against any and all claims, suits, judgments, and demands

Maintenance Shed

Midd-West Middle School
30 Dock Hill Rd.
Middleburg, PA 17842
(570) 837-0046
Central Campus

The School District will notify the successful bidder at the time bids are awarded.

Failure to comply with the bid specifications is sufficient reason to refuse acceptance of a delivery with no liability accruing to the School District.

INVOICING

Invoices, which shall be the original and one (1) copy, shall provide the following information, if applicable: Purchase Order Number, Purchase Order Item Number, Description, Quantity, Unit Price, Extension, Discounts and Total **and shall be dated July 1 or thereafter.**

Upon acceptance and the approval of the accepted item(s), whether full or partial delivery of a Purchase Order, payment will be made within fifty (50) days of approval of the item(s) received and receipt of invoice(s).

GUARANTEE

The successful bidder shall guarantee that all equipment received under these specifications is free from defects for a period of one (1) year from date of delivery, in addition to any guarantee provided by the manufacturer.

NONDISCRIMINATION POLICY

In the performance of the Contract, Bidder shall not unlawfully discriminate against any person by reason of his or her race, color, religious creed, ancestry, handicap or disability, use of a guide dog because of blindness or deafness, age, sex, or national origin.

AGREEMENT OF INDEMNIFICATION

The successful bidder agrees, if awarded a contract under these specifications, to indemnify and save harmless the School District, its Board of Directors, the Secretary and administration from all suits and actions of every nature and description brought against them or any suit or actions growing out of any contract or contracts, written or verbal, entered into between the School District and the successful bidder, and further that upon awarding of contract to the successful bidder in accordance with these specifications, this agreement of indemnification shall become effective.

MIDD-WEST SCHOOL DISTRICT * REFUSE REMOVAL * 2024 – 2027

whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to or death of, any person or persons whatsoever, or of any kind by whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the bidder, its officers or employees, or any other person directly or indirectly employed by the bidder while engaged in the performance of the work or any activity associated therewith or related thereto.

PROTECTION OF DISTRICT

Contractor shall defend, hold harmless, and indemnify District, its administrators, agents, directors, employees, and officers, against all awards, charges, costs, counsel fees, damages, expenses, interest, liabilities, and penalties, on account of any and all actions, claims, demands, suits, and judgments whatsoever, arising out of or in anywise relating to any act done or omitted by Bidder, or other agents or employees, or by any other person, with respect to Bidder's performance of the Contract or in the course of such performance.

WORKER'S COMPENSATION

In compliance with the Act of the General Assembly, the supplier further covenants, and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of the Worker's Compensation Act of 1951, and any supplements or amendments thereto, which may have been or may hereafter be passed, or shall file with the participating members a certificate from the Department of Labor and Industry.

FREIGHT

All amounts bid are F.O.B. (without charges for delivery to and placing on board a carrier at a specific point) to the interior receiving area of the various locations within the Midd-West School District. The requested shipping point(s) are listed in the bid specification prior to the item. The shipping point addresses and their distances from the administration office address are as follows:

ELEMENTARY SCHOOLS

Middleburg Elementary School
600 Wagenseller Street
Middleburg PA 17842-1294
(570) 837-0046
Central Campus

West Snyder Elementary School
645 Snyder Avenue
Beaver Springs, PA 17812-9795
(570) 837-0046
11.0 Miles from Central Campus

MIDDLE SCHOOL

Midd-West Middle School
10 Dock Hill Rd.
Middleburg, PA 17842-8910
(570) 837-0046
Central Campus

HIGH SCHOOL

Midd-West High School
540 E Main Street
Middleburg PA 17842-1296
(570) 837-0046
Central Campus

BID CERTIFICATION

The undersigned certifies that

- (1) this bid is genuine and is not sham, collusive or fraudulent;
- (2) this bid is not made in the interest of or in behalf of any other person other than the undersigned; and
- (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidder.

Please complete the appropriate certification below for your type of business.

(INDIVIDUAL BIDDER)

(Date)
(SEAL)

(Signature of Individual)

Witness:

Print or Type Name of Individual

Trading and Doing Business As:

Business Address _____

(PARTNERSHIP BIDDER)

(Name of Partnership)

(Date)

Witness:

By _____ (SEAL)
Print or Type Name of Individual

By _____ (SEAL)
Print or Type Name of Individual

By _____ (SEAL)
Print or Type Name of Individual

By _____ (SEAL)
Print or Type Name of Individual

Business Address _____

(CORPORATION BIDDER)

(Corporate Seal)

Name of Corporation

(Date)

By _____
(President, Vice-President or Authorized Representative*)

ATTEST:

Print or Type Name of Individual

(Secretary or Assistant Secretary)

Business Address _____

*Attach appropriate proof evidencing authority to execute on behalf of the corporation.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid No. **REFUSE REMOVAL BID**

State of _____:

Page 10 of 14 **VENDOR** _____

PHONE _____

MIDD-WEST SCHOOL DISTRICT * REFUSE REMOVAL * 2024 – 2027

:S.S.

County of _____:

I state that I am _____ of _____
[Title] [Name of firm]

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the 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 a bid higher than this bid, or to submit any intentionally high or noncompetitive 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 noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers,
[Name of Firm]

directors 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 interest contract, except as follows:

I state that _____ understands and acknowledges that the above
[Name of Firm]

representations are material and important, and will be relied on by Midd-West School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Midd-West School District of the true facts relating to the submission of bids for this contract.

[Name and Company Position]

Before me, a Notary Public, personally appeared _____, personally
known or proven to be the person who name is subscribed to the within instrument, this
_____ day of _____, 2024

(NP SEAL)

Notary Public

My Commission Expires:

**SPECIFICATIONS FOR REFUSE REMOVAL
JULY 1, 2024, THROUGH JUNE 30, 2027**

1. **CONTAINERS** - to be provided in sizes and locations as listed below:

- A. Middleburg Elementary School, 600 Wagenseller St., Middleburg, PA, 17842 – one (1) 6 Cubic Yard Trash Container, one (1) 4 Cubic Yard Trash Container and one (1) 8 Cubic Yard Recycling Container.
- B. Midd-West High School, 540 E. Main St., Middleburg, PA, 17842 – two (2) 6 Cubic Yard Trash Containers and one (1) 6 Cubic Yard Recycling Container.
- C. Midd-West High School Stadium, 600 Shambach St., Middleburg, PA, 17842 – three (3) 4 Cubic Yard Trash Containers.
- D. West Snyder Elementary School, 645 Snyder Avenue, Beaver Springs, PA, 17812 – one (1) 6 Cubic Yard Trash Container, (1) 4 Cubic Yard Trash Container and two (2) 6 Cubic Yard Recycling Containers.
- E. Midd-West Middle School, 10 Dock Hill Road, Middleburg, Pa. 17842 – one (1) 6 Cubic Yard Trash Container and one (1) 6 Cubic Yard Recycling Container.
- F. Maintenance Shed, 30 Dock Hill Road, Middleburg, PA, 17842 – one (1) 2 Cubic Yard Trash Container.

2. **COLLECTION**

From **July 1**, through **July 31**, one (1) collection per week at all buildings listed above (A – F);

August 1 through **June 30** as follows:

- A. Middleburg Elementary School – Trash: Twice per week, Recycling: Once per week
- B. Midd-West High School – Trash: Twice per week, Recycling: Once per week.
- C. Stadium – July to November, Trash: Twice per week
December to June, one pick-up per month
- D. West Snyder Elementary School – Trash: Twice per week, Recycling: Once per week
- E. Midd-West Middle School – Trash: Twice per week, Recycling: Once per week
- F. Maintenance Shed - Collections throughout the year – Once per week

Collection days shall be mutually agreed upon by District and Disposal Contractor

MIDD-WEST SCHOOL DISTRICT * REFUSE REMOVAL * 2024 – 2027

3. GENERAL CONDITIONS

Debris in the removal area, caused by the transfer, is to be picked-up by the contractor prior to leaving the removal area. The District reserves the right to deduct from the contract, based on a unit cost, for each failure to make a collection as specified or failure to keep the removal area clean of debris, including spillage from the truck due to faulty seals. Special collections are to be scheduled for days when the regularly scheduled collection falls on a Holiday, or when the collection is delayed due to weather or equipment failure. Any additional refuse, in plastic bags, placed next to the containers is to be taken at the time of collection. Extra collections are to be anticipated at the start and close of the school year; they are to be included at no additional cost. All containers are to be scrubbed clean, repaired and repainted, equipped with operable lids, doors and hardware prior to the beginning of the yearly schedule.

4. RECYCLING

Midd-West School District promotes recycling and encourages the contractor to provide containers and or assistance beyond those specified in the contract wherever possible.

Bid shall include co-mingle, single stream recycling services for Midd-West High School, Midd-West Middle School, Middleburg Elementary School, and West Snyder Elementary School including container for #1 Plastic, #2 Plastic, Glass, Metal Cans, Office Paper, Classroom paper, Shredded paper in clear bags, Magazines, Newspapers and Cardboard. Pick up of container shall be on a weekly basis.

Waste Hauler shall provide quantities of each material recycled to the District after January 1st for the previous year.

**BID AMOUNT FOR REFUSE REMOVAL
JULY 1, 2024, THROUGH JUNE 30, 2025**

\$ _____

**BID AMOUNT FOR REFUSE REMOVAL
JULY 1, 2025, THROUGH JUNE 30, 2026**

\$ _____

**BID AMOUNT FOR REFUSE REMOVAL
JULY 1, 2026, THROUGH JUNE 30, 2027**

\$ _____

TOTAL BID

\$ _____

VENDOR _____

PHONE _____

