PROCUREMENT DOCUMENT
FOR
THIRTY (30) GALLON
BIODEGRADABLE KRAFT BAGS

Prepared by:

Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike
Lancaster, PA 17603

November 2026

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INVITATION TO BID

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

THIRTY (30) GALLON BIODEGRADABLE KRAFT BAGS

LCSWMA is requesting bids for 306,000 thirty (30) gallon biodegradable kraft bags for yard waste materials.

Bid documents are available via contact below or via the website at www.lcswma.org/contact/bids-rfps/.

Sealed bids in response to this Invitation must be received on or before **Wednesday, December 2, 2026 at 1:00 P.M. EST**. Bids received after this date and time will not be considered. Bids shall include all the information requested in the Bid document and be prepared at the cost and expense of the Respondent. Bids shall be submitted to:

Carlyn Fryberger
LCSWMA
1299 Harrisburg Pike
Lancaster, PA 17603
or
via email to cfryberger@lcswma.org

Each Bid must be accompanied by a certified check, bank cashier's check, trust company treasurer's check or bid bond in an amount equal to ten percent (10%) of the annual contract value proposed by Respondent . Respondents submitting by email shall include a copy of the bid security with the emailed Bid and shall deliver the original to LCSWMA at the address above by the Bid due date and time. No Bid may be withdrawn until LCSWMA awards the Kraft Bag Procurement Agreement(s) or rejects all Bids.

LCSWMA hereby reserves the right, which is understood and agreed to by all Bidders, at its sole discretion, to reject any and all Bids and to waive any omissions, errors, mistakes, defects, or irregularities in any Bid.

LANCASTER COUNTY SOLID WASTE
MANAGEMENT AUTHORITY

INSTRUCTIONS TO BIDDERS

THIRTY (30) GALLON
BIODEGRADABLE KRAFT BAGS

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INSTRUCTIONS TO BIDDERS FOR PROCURMENT CONTRACTS

1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Procurement General Conditions, have the meanings assigned to them in the Procurement General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder or Bidders to whom LCSWMA (on the basis of LCSWMA's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents.

2.1 Complete sets of the Bidding Documents may be obtained from Carlyn Fryberger, Household Hazardous Waste Supervisor, at cfryberger@lcswma.org or at www.lcswma.org/contact/bids-rfps/.

2.2 LCSWMA in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids for furnishing the Goods and/or Special Services and does not confer a license or grant for any other use.

3. Qualifications of Bidders.

Bids will only be accepted from qualified responsible bidders. To demonstrate qualifications to furnish the Goods and/or Special Services, each Bidder shall submit upon LCSWMA's request written information, such as delivery capabilities, financial data, and previous experience, including the following:

a. The bidder shall satisfy LCSWMA that the bidder is an authorized distributor or manufacturer of the Kraft bags specified with the capability of delivering the Kraft bags within the time period specified, time being of the essence of the Agreement.

b. Bidder must be qualified to do business in Pennsylvania.

c. References - Bidder must provide names of three (3) customers, located in close proximity to Lancaster, PA, which purchased and are currently using Kraft bags being bid.

4. Examination of Procurement Documents and Site.

4.1 Before submitting a Bid, each Bidder must (a) examine the Procurement Documents thoroughly, (b) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost of, or the furnishing of, the Goods and/or Special Services, (c) study and carefully correlate Bidder's observations with the Procurement

Documents, and (d) if specified, or if, in Bidder's judgment, any local condition which may in any manner affect the cost of, or the furnishing of, the Goods and/or Special Services.

4.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the Procurement Documents and that the Procurement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing the Goods and/or Special Services.

5. Interpretations.

All questions about the meaning or intent of the Procurement Documents shall be submitted to LCSWMA in writing. Replies will be issued by Addenda mailed or delivered to all persons recorded by LCSWMA as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Bid Security.

6.1 Each Bid must be accompanied by a certified check, bank cashier’s check, trust company treasurer’s check or bid bond for 10% of the Bid total.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Procurement Agreement whereupon it will be returned; if the successful Bidder fails to execute and deliver the Procurement Agreement within ten (10) days of the Notice of Award, LCSWMA may annul the Notice of Award and the Bid Security of that Bidder will be forfeited to LCSWMA and, at LCSWMA's option, retained by LCSWMA as liquidated damages or applied on account of LCSWMA's actual damages. The Bid Security of any Bidder whom LCSWMA believes to have a reasonable chance of receiving the award may be retained by LCSWMA until a Procurement Agreement is executed. Bid Security of other Bidders will be returned after the Bid award.

7. Contract Time.

See applicable provisions of the Procurement Agreement and the Procurement General Conditions.

8. Damages.

Provisions for damages, if any, are set forth in the Procurement Agreement.

9. Substitute Goods or Material.

Goods or materials may be specified or described in the Procurement Documents by using the

name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor. Any bid that proposes Goods or materials other than that specified or described in the Procurement Documents may be considered non-responsive and be rejected.
Any Bidder who desires to submit a bid incorporating Goods or materials other than that specified or described in the Procurement Documents must submit a written request for approval of substitute Goods or materials to LCSWMA no less than seven (7) days prior to the scheduled bid opening date. Any such request for substitute Goods or materials will be considered only if it contains all information deemed necessary by LCSWMA for a thorough evaluation. LCSWMA will make a determination regarding the acceptability of the proposed Goods or material in favor of the best interest of LCSWMA. LCSWMA is under no obligation to approve such Goods or material. In the event LCSWMA approves any proposed substitute Goods or materials LCSWMA will issue an addendum to the Procurement Documents incorporating such substitutes as acceptable Goods or materials.

10. Bid Form.

10.1 The Bid Form is attached hereto; additional copies may be obtained from LCSWMA.

10.2 Bid Forms must be completed in ink or be typed. The Bid price of each item on the form must be stated in words and numerals. In the event of any discrepancy between the prices as stated in words and as stated in numerals, the prior stated in words shall control.

10.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary, treasurer or assistant treasurer. The corporate address and state of incorporation shall be shown below the signature.

10.4 Bid by partnerships must be executed in the partnership name and signed by an authorized general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All names must be typed or printed below the signature.

10.6 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

10.7 The address to which communications regarding the Bid are to be directed and the name of the responsible person must be shown.

11. Submission of Bids.

Bids must be submitted at the time and place indicated in the Invitation to Bid and must be included in an opaque sealed envelope, marked with the bid document title, make and model of

the Goods bid, and name and address of the Bidder and accompanied by the Bid Security and other required documents. Bids received after the time indicated for receipt of the bids or received at a place other than the location where bids are to be delivered, may not be considered. If the Bid is sent through the mail or other delivery system, the sealed envelope must be enclosed in a separate envelope with the bid document title, make and model of the Goods bid, and name and address of the Bidder on the face thereof.

12. Modification and Withdrawal of Bids.

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

13. Opening of Bids.

Bids will be opened publicly and will be read aloud on Wednesday, December 2, 2026 at 1:00 P.M. EST. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids. LCSWMA will not open bids from entities which LCSWMA has determined are not responsible bidders. Past performance, including on time deliveries, are part of the evaluation of whether and entity is qualified as a responsible bidder.

14. Bids to Remain Open.

All Bids shall remain valid and irrevocable for sixty (60) days from Bid opening, but LCSWMA may, in its sole discretion and subject to the provisions of paragraph 6.2, release any Bid and return the Bid Security prior to that date.

15. Award of Contract.

15.1 LCSWMA hereby reserves the right, which is understood and agreed to by all Bidders, in its sole discretion, to reject any and all Bids and to waive any omissions, errors, mistakes, defects, or irregularities in any Bid.

15.2 In evaluating Bids, LCSWMA shall consider the qualifications of the Bidders, whether or not the Bids comply with the Procurement Documents. If alternate bids are listed in the Bid Form, LCSWMA may accept them in any order or combination.

15.3 LCSWMA may consider maintenance requirements, performance data, and guarantees of materials, along with any other information or factors deemed relevant or material by LCSWMA.

15.4 LCSWMA may conduct such investigations as LCSWMA deems necessary to assist in the evaluation of Goods or material and any Bid at any time in order to establish the responsibility, qualifications, and financial ability of a Bidder to furnish the Goods and/or Special Services in accordance with the Procurement Documents.

15.5 The Procurement Agreement, if awarded, will be awarded to the lowest qualified responsible Bidder based upon LCSWMA's evaluation that indicates that the award will be in the best interest of LCSWMA. In signing the Procurement Agreement and entering into a contract with LCSWMA, the Successful Bidder agrees to provide Kraft bags to LCSWMA at the Contract Prices within the Contract Time.

15.6 If the Procurement Agreement is to be awarded, LCSWMA will give the Successful Bidder a Notice of Award within sixty (60) days from Bid opening.

17. Signing of Procurement Agreement.

When LCSWMA gives a Notice of Award to the Successful Bidder, two (2) unsigned counterparts of the Procurement Agreement will accompany it. Within ten (10) days thereafter, BIDDER shall sign and deliver two (2) counterparts of the Procurement Agreement to LCSWMA. Within five (5) days thereafter LCSWMA will deliver one fully signed counterpart to BIDDER together with all other Procurement Documents attached.

18. Special Requirements.

a. Product Literature

Bidders must submit with their bid the latest printed specifications and advertising literature on the Kraft bags they propose to furnish.

b. Recycled Content

Bidders must list the pre and/or post-consumer recycled content of Kraft bags being bid.

c. Bag Sample

Bidders must submit a sample of the Kraft bag being bid. Bidders that previously sent samples of bags do not need to send a sample.

BID FORM

THIRTY (30) GALLON
BIODEGRADABLE KRAFT BAGS

BID FORM

FOR

THIRTY (30) GALLON BIODEGRADABLE KRAFT BAGS

Date: _____

THIS BID IS SUBMITTED TO:

Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike
Lancaster, PA 17603

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to furnish the Goods and/or Special Services as specified or indicated in the Procurement Documents in accordance with the Procurement Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days from Bid opening.

3. In submitting this Bid, BIDDER represents that:

   BIDDER has examined copies of all the Procurement Documents and of the following Addenda:

Date	Number
_____	_____
_____	_____
_____	_____

4. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over LCSWMA.

5. BIDDER, having carefully examined the Procurement Documents and point of delivery for the above-captioned Goods and/or Special Services, agrees to furnish the Goods and/or Special Services in accordance with all provisions of the Procurement Document.

6. BIDDER accepts the provisions of the Procurement Agreement.

Prices bid below shall include the complete cost of all transportation, tools, materials, labor, incidentals, and services for providing the items below f.o.b.: and in accordance with the Procurement Documents.

Spring Delivery (2 Anticipated Locations):

1. Manheim Borough Public Works
   272 West Colebrook Street
   Manheim, PA 17545
   72,000 bags

2. Lancaster Recycling Center
   850 New Holland Avenue
   Lancaster, PA 17603
   72,000 bags

3. Rapho Township
   971 North Colebrook Road
   Manheim, PA 17545
   10,000 bags

Fall Delivery (2 Anticipated Locations):

1. Manheim Borough Public Works
   272 West Colebrook Street
   Manheim, PA 17545
   72,000 bags

2. Lancaster Recycling Center
   850 New Holland Avenue
   Lancaster, PA 17603
   72,000 bags

3. Rapho Township
   971 North Colebrook Road
   Manheim, PA 17545
   8,000 bags

BID SCHEDULE

A. THIRTY (30) GALLON BIODEGRADABLE KRAFT BAGS

GOODS	QUANTITY	MAKE & MODEL
New Thirty (30) Gallon Biodegradable Kraft Bags	306,000	_____

Unit Price per Bag: _____

and _____/100 Dollars (In Words)

($ _____)
(In Numbers)

Total Bid Price
For 306,000
Bags *Delivered*: _____

and _____/100 Dollars (In Words)

($ _____)
(In Numbers)

B. CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

Bidder shall provide Thirty (30) Gallon Biodegradable Kraft Bags: AJM Packaging, *Lawn and Leaf Bag*; Dano Enterprises, *Ecolo-Bag*; Duro Bag Manufacturing Company, *Lawn and Leaf Bag*; or Portco Packaging, *Earthguard* configured in conformity with the specifications listed below. The specifications cover the minimum requirements for the Thirty (30) Gallon Biodegradable Kraft Bags. In confirmation that the Bidder shall, if awarded the contract, perform in strict compliance with the specifications, the Bidder shall indicate in the spaces provided below that Bidder will meet the specifications listed by completing the item line with the use of the word "meets".

SPECIFICATIONS	BIDDER'S CERTIFICATIONS

BIODEGRADABLE KRAFT BAGS

1. Acceptable Vendor & Design:
   a. AJM Packaging – Lawn and Leaf Bag _____
   b. Dano Enterprises - Ecolo-Bag _____
   c. Duro Bag Mfg. - Lawn and Leaf Bag _____
   d. Portco Packaging - Earthguard _____

2. Bag Type: Naturally biodegradable Kraft leaf/yard waste bags made from 100% paper _____

3. Capacity: 30-gallon rolled over, 33-gallon full length _____

4. Construction: 2-ply 50# heavy-duty wet-strength Kraft paper, laminated together with waterproof adhesive throughout to meet Federal wet-strength multi-wall grade Kraft paper standards _____

5. Dimensions: 16 inches (face) x 12 inches (gusset) x 35 inches (length), tube length 42.5 inches, flat bottom, Self Opening Sack (SOS) _____

6. Bundles: Bags shall be packaged in bundles of approximately 50 bags _____

7. Pallets: Bundles of approximately 2,000 bags shall be stretch-wrapped to non-returnable disposable 4-way pallets in a manner that bags are protected and pallets/bags can be temporarily stored outside for delivery purposes _____

8. Recycled Content: Recycled fiber content of bags being bid shall be stated by vendor. Maximum recycled content allowed will be 50%. Bidders must verify the strength of recycled content Kraft bags compared to virgin paper Kraft bags _____

9. Printing: Each bag shall be imprinted on one side with the Lancaster County Recycling Logo. Logo size shall be no less than 4.5 inches by 9 inches. Artwork will be forwarded to vendor _____

10. Quantity & Anticipated Points of Delivery:

A. Point of Delivery: Manheim Borough Public Works
272 West Colebrook Street
Manheim, PA 17545 _____

Quantity: 72,000 on 36 pallets _____
Date: Spring (Between March 8 – March 12, 2027) _____

Quantity: 72,000 on 36 pallets _____
Date: Fall (Between September 13 – September 17, 2027) _____

B. Point of Delivery: Lancaster Recycling Center
850 New Holland Avenue
Lancaster, PA 17603 _____

Quantity: 72,000 on 36 pallets _____
Date: Spring (Between March 8 – March 12, 2027) _____

Quantity: 72,000 on 36 pallets _____
Date: Fall (Between September 13 – September 17, 2027) _____

C. Point of Delivery: Rapho Township
971 North Colebrook Road
Manheim, PA 17545 _____

Quantity: 10,000 on 5 pallets _____
Date: Spring (Between March 8 – March 12, 2027) _____

Quantity: 8,000 on 4 pallets _____
Date: Fall (Between September 13 – September 17, 2027) _____

D. Additional Quantities: LCSWMA may order additional bags within two hundred sixty (260) days of Bid opening. The additional bags shall be delivered on or prior to six (6) weeks from receipt of order from LCSWMA. _____

11. Delivery Dates: Between Monday, March 8 and Friday, March 12, 2027 for Manheim Borough, Lancaster Recycling Center, and Rapho Township deliveries; between Monday, September 13 and Friday, September 17, 2027 for Manheim Borough, Lancaster Recycling Center, and Rapho Township deliveries.

No Sunday or Saturday deliveries. Deliveries must be made between 7:00 a.m. and 2:00 p.m., Monday through Friday, as previously indicated. _____

12. GOODS ORIGIN

Indicate the statement which best describes where the Goods being bid are manufactured and assembled:

A. Manufactured and assembled in the U.S.A. _____

B. Manufactured outside the U.S.A., but assembled in the U.S.A. _____

C. Manufactured and assembled outside the U.S.A. _____

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

A. Bid Security in the amount of $ _____
(Paragraph 6 on Page ITB-2)

B. BIDDER'S Qualification Statement with supporting documentation. (Section 3 on Page ITB-1)

C. The latest available manufacturer's literature, specifications, warranties, and sample bags for all items bid. (Section 18 on Page ITB 6)

14. Communications concerning this Bid shall be addressed to the following:

_____

ATTENTION: _____

TELEPHONE NUMBER: (_____) _____

The undersigned BIDDER, intending to be legally bound, agrees that this proposal shall be irrevocable and shall remain subject to acceptance for sixty (60) days after Bid opening.

(If Individual)

_____	_____(SEAL)
Witness	Signature of Individual
	Trading and doing business as:
(_____)_____	_____
Phone Number	Name of Business
	_____
	Address of Business

(If a Partnership)

	_____
	Name of Partnership
(_____)_____	_____
Phone Number	Address of Partnership
_____	_____
Witness	Signature of Partner
_____	_____
Witness	Signature of Partner
_____	_____
Witness	Signature of Partner

(If a Corporation)

Attest:

Name of Corporation

Secretary or Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

( )

Phone Number

Signature of President or Vice-President

Print or type here the names and addresses of all general partners, if a partnership, or of three principal officers, if a corporation.

PROCUREMENT AGREEMENT

THIRTY (30) GALLON
BIODEGRADABLE KRAFT BAGS

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THIS PROCUREMENT AGREEMENT is dated the year ____ by and between Lancaster County Solid Waste Management Authority (LCSWMA) and (SUPPLIER).

LCSWMA and (SUPPLIER), in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. GOODS AND SERVICES

SUPPLIER shall furnish the Goods and/or Special Services as specified or indicated in, and in accordance with, the Procurement Documents. The Goods to be furnished are generally described as follows:

Thirty (30) Gallon Biodegradable Kraft Bags (306,000 Bags at $_____ cost per bag which includes delivery). The following Special Services are required: **N/A**.

Article 2. LCSWMA

The Goods and/or Special Services have been specified by LCSWMA.

Article 3. POINTS OF DELIVERY

The locations where the Goods are to be delivered are defined in the Procurement General Conditions as the anticipated points of delivery and designated as:

Spring 2027:
Manheim Borough Public Works, 272 West Colebrook Street, Manheim, PA 17545
Lancaster Recycling Center, 850 New Holland Avenue, Lancaster, PA 17603
Rapho Township, 971 North Colebrook Road, Manheim, PA 17545

Fall 2027:
Manheim Borough Public Works, 272 West Colebrook Street, Manheim, PA 17545
Lancaster Recycling Center, 850 New Holland Avenue, Lancaster, PA 17603
Rapho Township, 971 North Colebrook Road, Manheim, PA 17545

Article 4. CONTRACT TIME

4.1 The Goods are to be delivered at point of delivery and ready for acceptance of delivery: order of 306,000 bags with two separate deliveries of 154,000 between Monday, March 8 and Friday, March 12, 2027 and 152,000 bags between Monday, September 13 and Friday, September 17, 2027. No Sunday or Saturday deliveries. Deliveries must be made between 7:00 a.m. and 2:00 p.m., Monday through Friday. All deliveries shall be scheduled three days (72 hours) in advance. LCSWMA may order additional bags within two hundred sixty (260) days of Bid opening. The additional bags shall be delivered on or prior to six (6) weeks from receipt of

order from LCSWMA.

Arrangements are to be made with delivery locations and LCSWMA (specific contact person and phone number/email to be supplied to the successful Supplier) no less than three (3) days prior to delivery.

4.2 Damages. Timely delivery of the Goods is of the essence of the contract. For each day of delay in delivery beyond the contract delivery time frame, SUPPLIER shall pay LCSWMA liquidated damages in an amount equal to two percent (2%) of the contract price of the Goods not timely delivered. For all other breaches of this Agreement, the breaching party shall pay the non-breaching party actual damages.

Article 5. CONTRACT PRICE

LCSWMA shall pay SUPPLIER for furnishing the Goods and/or Special Services and for performing other services in accordance with the Procurement Documents. SUPPLIER agrees that Contract Prices are fixed for two hundred sixty (260) days from Bid opening.

Article 6. PAYMENT PROCEDURES

SUPPLIER shall submit Invoices for Payment in accordance with the Procurement General Conditions. Invoices for Payment will be processed by LCSWMA and paid net thirty (30) days from date of delivery unless LCSWMA and SUPPLIER agree upon other terms of payment.

Article 7. INTEREST

All monies not paid when due hereunder shall bear interest at the legal rate provided by Pennsylvania law.

Article 8. SUPPLIER'S REPRESENTATIONS

In order to induce LCSWMA to enter into this Procurement Agreement SUPPLIER makes the following representations:

8.1 SUPPLIER is familiar with the nature and extent of the Procurement Documents and has given LCSWMA written notice of all conflicts, errors, or discrepancies that SUPPLIER has discovered in the Procurement Documents and the written resolution thereof by LCSWMA is acceptable to SUPPLIER.

8.2 SUPPLIER is familiar with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the furnishing of the Goods and/or Special Services, or the performance by SUPPLIER or SUPPLIER'S obligations under the Procurement Agreement.

8.3 SUPPLIER does not require additional information from LCSWMA to enable SUPPLIER to furnish the Goods and/or Special Services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Procurement Documents.

8.4 SUPPLIER has correlated the results of all examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

Article 9. PROCUREMENT DOCUMENTS

The Procurement Documents which comprise the entire agreement between LCSWMA and SUPPLIER are attached to, or accompany, this Procurement Agreement, are made a part hereof and consist of the following:

9.1 This Procurement Agreement (pages PA-1 to PA-5).

9.2 Exhibits to this Procurement Agreement (pages to, inclusive).

9.3 Notice of Award.

9.4 Procurement General Conditions (pages PGC-1 to PGC-7 inclusive).

9.5 Addenda numbers to, inclusive.

9.6 SUPPLIER'S Bid Form (pages BF-1 to BF-8, inclusive).

9.7 Documentation submitted by SUPPLIER prior to Notice of Award (pages to, inclusive).

9.8 All Change Orders, duly delivered after execution of this Procurement Agreement.

9.9 N/A

There are no Procurement Documents other than those listed above in this Article 9. The Procurement Documents may only be altered, amended, or repealed by a Change Order.

Article 10. MISCELLANEOUS

10.1 Terms used in this Procurement Agreement shall have the meanings indicated in the Procurement General Conditions.

10.2 This Agreement shall be binding upon LCSWMA and SUPPLIER and their respective heirs, successors, authorized assigns, and legal representatives, provided that SUPPLIER may not assign or transfer SUPPLIER's rights or obligations, under any Procurement Document without

LCSWMA's prior written consent, which consent LCSWMA may withhold.

Article 11. OTHER PROVISIONS

N/A

IN WITNESS WHEREOF, the parties hereto have signed this Procurement Agreement in duplicate. One counterpart has been delivered to SUPPLIER and one counterpart to LCSWMA. All portions of the Procurement Documents have been signed or identified by LCSWMA and SUPPLIER on their behalf.

This Procurement Agreement will be effective on _____, ____.

LCSWMA:

BY: _____
[Dan Youngs]
[Executive Director]

Address for giving notice:

1299 Harrisburg Pike
Lancaster, PA 17603

_____
(Corporate Seal)

SUPPLIER:

(If Individual)

_____ _____(SEAL)
Witness Signature of Individual
Trading and doing business as:

(_____)_____ _____
Phone Number Name of Business

_____
Address of Business

(If a Partnership)

Name of Partnership

( )
Phone Number

Address of Partnership

Witness

Signature of Partner

Witness

Signature of Partner

Witness

Signature of Partner

(If a Corporation)

Attest:

Name of Corporation

Secretary or Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

( )
Phone Number

Signature of President or Vice-President

Print or type here the names and addresses of all general partners, if a partnership, or of three principal officers, if a corporation.

PROCUREMENT GENERAL CONDITIONS

THIRTY (30) GALLON
BIODEGRADABLE KRAFT BAGS

Procurement General Conditions (PGC) - Table of Contents

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PROCUREMENT GENERAL CONDITIONS

Article 1. DEFINITIONS

Wherever used in these Procurement General Conditions or in the other Procurement Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Procurement Documents.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price(s) for furnishing the Goods and/or Special Services.

Bonds - Bid bonds and other instruments of security.

Change Order - A written order to SUPPLIER signed by LCSWMA authorizing an addition, deletion, or revision in the Goods and/or Special Services, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Procurement Agreement.

Contract Price - The moneys payable by LCSWMA to SUPPLIER under the Procurement Documents as stated in the Procurement Agreement.

Contract Time - The total number of days or the dates stated in the Procurement Agreement for furnishing the Goods and/or Special Services.

Effective Date of the Procurement Agreement - The date indicated in the Procurement Agreement on which it becomes effective, or if no such date is indicated, the date on which the Procurement Agreement is signed and delivered by the last of the two parties to sign and deliver.

Goods - The property to be furnished under the Procurement Documents.

Invoice for Payment - The form accepted by LCSWMA which is to be used by SUPPLIER in requesting payments and which is to include such supporting documentation as is required by the Procurement Documents.

LCSWMA - Lancaster County Solid Waste Management Authority.

Notice of Award - The written notice by LCSWMA to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, LCSWMA will sign and deliver the Procurement Agreement.

Points of Delivery - The place designated in the Procurement Agreement where the

Goods are to be delivered.

Procurement Agreement - The written agreement between LCSWMA and SUPPLIER covering the furnishing of the Goods and/or Special Services in connection therewith. Other Procurement Documents are attached to the Agreement and made a part thereof as provided therein.

Procurement Documents - The documents specified in the Procurement Agreement as the Procurement Documents.

Special Services - The services to be furnished under the Procurement Documents.

Specifications - Those portions of the Procurement Documents consisting of written technical descriptions of materials, equipment, standards, and workmanship as applied to the Goods and/or Special Services, and certain administrative details applicable thereto.

SUPPLIER - The person, firm or corporation with whom LCSWMA has entered into the Procurement Agreement.

Article 2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

When SUPPLIER delivers the executed Procurement Agreement to LCSWMA, SUPPLIER shall also deliver to LCSWMA such Bonds as SUPPLIER may be required to furnish.

2.2 Commencement of Contract Time

The Contract Time will commence to run on the Effective Date of the Procurement Agreement.

Article 3. INTENT OF PROCUREMENT DOCUMENTS

3.1 The Procurement Documents comprise the entire agreement between LCSWMA and SUPPLIER concerning the furnishing of the Goods and Special Services. Only a Change Order may alter the Procurement Documents.

3.2 If during performance of the Procurement Agreement, SUPPLIER finds a conflict, error or discrepancy in the Procurement Documents, SUPPLIER shall so report to LCSWMA in writing at once and shall obtain a written interpretation or clarification from LCSWMA. Nothing herein shall be deemed to excuse the obligations of SUPPLIER provided under Article 4 of the Instructions to Bidders.

3.3 All materials, equipment and services that may reasonably be inferred from the

Procurement Documents as being required to produce the intended result will be supplied by SUPPLIER whether or not specifically called for.

Article 4. BONDS AND INSURANCE

4.1 If the surety on any Bond furnished by SUPPLIER is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of the point of delivery or the surety ceases to meet the requirements of the Procurement Documents SUPPLIER shall within five (5) days thereafter substitute another Bond and surety, both of which must be acceptable to LCSWMA.

4.2 Insurance

SUPPLIER shall assume all risk of loss or damage to the Goods prior to delivery to, and acceptance thereof by LCSWMA. SUPPLIER shall reimburse LCSWMA for any damage to LCSWMA property, employees, and agents caused by SUPPLIER'S or SUPPLIER'S agents' activities.

Article 5. SHIPMENT AND DELIVERY OF GOODS

5.1 All Goods will be delivered to LCSWMA in accordance with the Procurement Documents. SUPPLIER shall select the means and SUPPLIER shall pay methods of transportation and all transportation charges, including without limitation, switching, trucking, lighterage and special handling.

5.2 SUPPLIER shall give LCSWMA reasonable prior notice of the date when the Goods will be ready for shipment, as well as the manner of shipment.

5.3 LCSWMA shall conduct an inspection and final acceptance of the Goods within a reasonable time after delivery. LCSWMA may conduct an initial inspection of the Goods for limited purposes such as identification of the Goods and verification of general quantities, but in no event shall any such inspection be deemed to be a final inspection or acceptance. Should any defects be determined by LCSWMA prior to final acceptance, LCSWMA may, in addition to all other rights afforded by law, equity or this Agreement, elect at its option to (1) have the SUPPLIER, at its cost, cure the defect within a time established by LCSWMA, (2) effect a cure and deduct the cost (including administrative costs of LCSWMA) thereof from the contract price, (3) terminate the contract and/or (4) accept the Goods as is and deduct the value of the defect from the contract price.

Article 6. INVOICES FOR PAYMENT

6.1 SUPPLIER shall submit to LCSWMA Invoices for Payment accompanied by such supporting documentation as is provided in the Procurement Documents and as otherwise reasonably required by LCSWMA.

6.2 When SUPPLIER has to the satisfaction of LCSWMA furnished the Goods and all Special Services and delivered all documents as specified in the Procurement Documents, LCSWMA will make final payment.

Article 7. SUPPLIER'S RESPONSIBILITIES

7.1 Supervision and Coordination

SUPPLIER shall competently and efficiently supervise and direct the furnishing of Goods and/or Special Services and coordinate all operations required to deliver the Goods and furnish Special Services. SUPPLIER shall designate in writing to LCSWMA a person with authority to act on behalf of SUPPLIER with respect to SUPPLIER'S obligations under the Procurement Documents, and all communications given to or received from that person will be binding on SUPPLIER.

7.2 Material and Workmanship

Unless otherwise specified, the Goods, and all materials incorporated in the Goods, will be new and of good quality and in conformity to the Procurement Specifications. All workmanship will be of good quality and free from defects. SUPPLIER shall, if required by LCSWMA, furnish satisfactory evidence as to the source, kind and quality of the materials incorporated in the Goods. Competent and qualified personnel will perform Special Services.

7.3 Substitute Goods or Material

Goods or materials may be specified or described in the Procurement Documents by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor. Any bid that proposes Goods or materials other than that specified or described in the Procurement Documents may be considered non-responsive and may be rejected.

Any Bidder who desires to submit a bid incorporating Goods or materials other than that specified or described in the Procurement Documents must submit a written request for approval of substitute Goods or materials to LCSWMA no less than seven (7) days prior to the scheduled bid opening date. Any such request for substitute Goods or materials will be considered only if it contains all information deemed necessary by LCSWMA for a thorough evaluation. LCSWMA will make a determination regarding the acceptability of the proposed Goods or material in favor of the best interest of LCSWMA. LCSWMA is under no obligation to approve such Goods or material. In the event LCSWMA approves any proposed substitute Goods or materials LCSWMA will issue an addendum to the Procurement Documents incorporating such substitutes as acceptable Goods or materials.

Article 8. LCSWMA'S RESPONSIBILITIES

8.1 LCSWMA shall furnish the data required of LCSWMA under the Procurement Documents and shall make payments to SUPPLIER when due.

8.2 In connection with LCSWMA's rights to order changes in accordance with the Procurement Documents, LCSWMA will execute approved Change Orders.

8.3 LCSWMA shall conduct a final inspection and advise the SUPPLIER of final acceptance or rejection within a reasonable time after delivery.

Article 9. CHANGES IN THE GOODS OR SPECIAL SERVICES

9.1 Without invalidating the Agreement, LCSWMA may, at any time or from time to time, order additions, deletions or revisions in the Goods or Special Services; these changes will be authorized by Change Orders. Upon receipt of a Change Order, SUPPLIER shall proceed on the basis of the change involved. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made on the basis of a claim made by either party.

9.2 LCSWMA may direct minor changes in the Goods or Special Services not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents.

Article 10. CHANGE OF CONTRACT PRICE

10.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to SUPPLIER for furnishing the Goods, Special Services and performing other services in connection therewith. All duties, responsibilities and obligations assigned to or undertaken by SUPPLIER shall be at SUPPLIER's expense without change in the Contract Price.

10.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on a change by LCSWMA in the responsibilities of the SUPPLIER under this Agreement. Any change in the Contract Price resulting from any such change shall be incorporated in a Change Order.

10.3 Contract Prices are SUPPLIER'S bid prices for Thirty (30) Gallon Biodegradable Kraft Bags that will be fixed for orders placed within two hundred sixty (260) days of Bid opening.

Article 11. CHANGE OF CONTRACT TIME

11.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on a change by LCSWMA in the responsibilities of LCSWMA under this Agreement. Any change in the Contract Time resulting from any such change shall be incorporated in a Change Order.

11.2 All time limits stated in the Procurement Documents for performance by SUPPLIER of SUPPLIER's obligations are of the essence.

Article 12. WARRANTY AND GUARANTEE; TEST AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE

SUPPLIER warrants that the Goods shall be free from any defects in materials or workmanship and shall perform as intended for the manufacturer's standard warranty periods. This warranty shall be the warranty provided by the manufacturer and SUPPLIER shall insure that the standard warranty issued by the manufacturer is available to LCSWMA as a purchaser of the Goods called for by the Procurement Agreement, in privity of contract with manufacturer. The warranty provided by SUPPLIER shall commence from the date of final acceptance. During the warranty period SUPPLIER shall cure, at SUPPLIER'S sole cost, any defects in materials, workmanship or operational ability. SUPPLIER warrants that the Goods are merchantable and fit for the particular purpose for which they are sold under the Procurement Agreement. Any costs incurred by LCSWMA, direct, indirect or consequential, as a result of any breach of warranty or of any other breach of the obligations of SUPPLIER under the Procurement Agreement, shall be reimbursed by SUPPLIER or, at the option of LCSWMA, may be set off against the payments due under the Procurement Agreement.

The Kraft bags furnished under these specifications shall be guaranteed against defects in materials or workmanship. A copy or explanation of warranty shall be attached. Replacements under this warranty are to be made by the SUPPLIER at no cost to LCSWMA.

Article 13. CANCELLATION AND TERMINATION

13.1 In addition to the right to terminate this Procurement Agreement afforded by law, equity or other provisions of this Procurement Agreement, LCSWMA may terminate this Procurement Agreement upon the occurrence of any one or more of the following events:

13.1.1 if SUPPLIER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, U.S. Code), as now or hereafter in effect, or if SUPPLIER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

13.1.2 if a petition is filed against SUPPLIER under any chapter of said Bankruptcy Code as now or hereafter in effect at the time of filing, or if petition is filed seeking any such equivalent or similar relief against SUPPLIER under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

13.1.3 if SUPPLIER makes a general assignment for the benefit of creditors;

13.1.4 if a trustee, receiver, custodian, or agent of SUPPLIER is appointed under applicable law, or under contract, whose appointment or authority to take charge of property of

SUPPLIER is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of SUPPLIER'S creditors; or

13.1.5 if SUPPLIER admits in writing an inability to pay its debts generally as they become due.

Article 14. MISCELLANEOUS

14.1 Giving Notice

Whenever any provision of the Procurement Documents requires the giving of written notice, such notice shall be effective (a) upon delivery of such notice to the person to whom addressed, (b) upon electronic transmission confirmed as-received by the giver of such notice, (c) upon deposit in the United States mail, postage prepaid for first class, registered or certified mail, or (d) upon being sent by recognized overnight courier delivery service, delivery charges prepaid. Any notice shall be addressed to the business address of the recipient of the notice as reflected on the business records of the giver of the notice.

14.2 Computation of Time

When any period of time is referred to in the Procurement Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

14.3 General

The rights and remedies provided under this Agreement are cumulative, and are in addition to, not in lieu of, the rights and remedies afforded by law and equity.

14.4 Intended Use

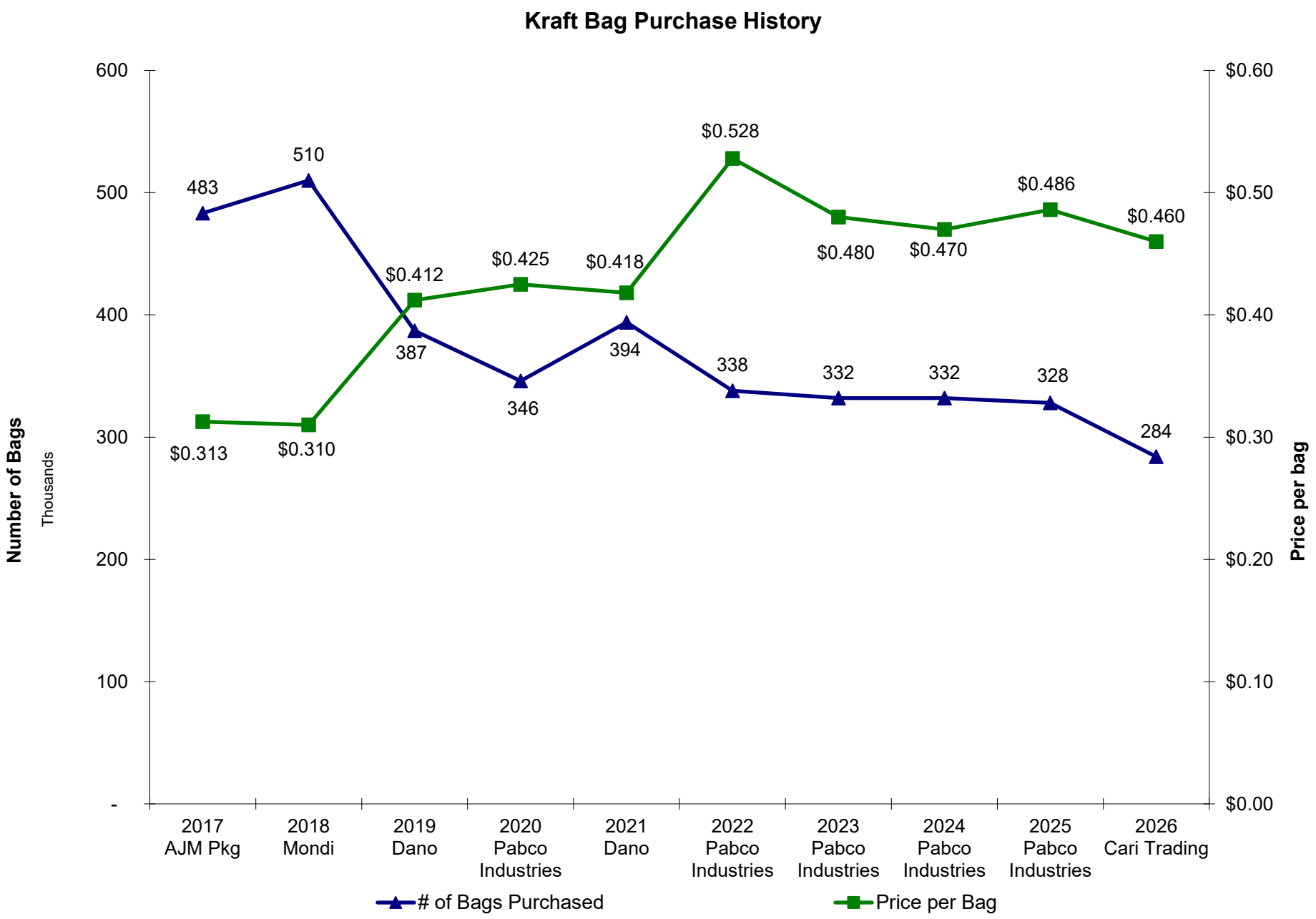
Residents participating in curbside leaf and yard waste collection programs in Lancaster County will use the Kraft bags described herein.

14.5 Sales and Use Tax

The Thirty (30) Gallon Biodegradable Kraft Bags to be furnished are exempt from Pennsylvania Sales and Use Tax. Certification of Exemption certificates will be available from LCSWMA upon request.

Article 15. INDEMNIFICATION

Bidder shall indemnify and hold harmless LCSWMA and each of LCSWMA's directors, officers, employees, and agents from and of all costs (including reasonable counsel fees), claims, demands, actions and causes of actions which relate to or arise by reason of any act or omission of Bidder (or any of Bidder's directors, officers, employees, agents, or business invitees), whether such act or omission is intentional, reckless, negligent, or inadvertent.


Kraft Bag Purchase History
Number of Bags
Thousands
Price per bag
600
500
400
300
200
100
-
$0.60
$0.50
$0.40
$0.30
$0.20
$0.10
$0.00
483
510
387
346
394
338
332
332
328
284
$0.313
$0.310
$0.412
$0.425
$0.418
$0.528
$0.480
$0.470
$0.486
$0.460
2017 AJM Pkg
2018 Mondi
2019 Dano
2020 Pabco Industries
2021 Dano
2022 Pabco Industries
2023 Pabco Industries
2024 Pabco Industries
2025 Pabco Industries
2026 Cari Trading
# of Bags Purchased
Price per Bag