

**Middle Paxton Township  
Dauphin County, Pennsylvania**

***Bid Specifications:***  
**Solid Waste Collection & Disposal**

Initial Issue: March 24, 2025  
Pre-Submission Conference: April 9, 2025; 2:00 PM

**Bids Due: April 22, 2025; 2:00 PM**

Middle Paxton Township  
10 Elizabeth Avenue  
Dauphin, PA 17018  
Julie Ann Seeds,  
Township Manager  
[middlepaxtontwp@comcast.net](mailto:middlepaxtontwp@comcast.net)

**INVITATION TO BIDDERS  
SOLID WASTE/RECYCLING COLLECTION AND DISPOSAL**

**MIDDLE PAXTON TOWNSHIP**

Sealed bids will be received by Middle Paxton Township (herein after referred to as the "Municipality") until 2:00 p.m. prevailing time, on April 22, 2025, in the Middle Paxton Township Municipal Building, 10 Elizabeth Avenue, Dauphin, Pennsylvania, 17018. Bids will be publicly opened and read at 2:00 p.m. on this same date, in the Meeting Room of the Middle Paxton Township Municipal Building, 10 Elizabeth Avenue, Dauphin, Pennsylvania.

Bids will be received for the following:

**Municipal Solid Waste, Recycling, and Bulk Item Collection and Disposal**

Bidding Documents, including, but not limited to a Form of Proposal, Specifications and General Stipulations and Information for Bidders may be obtained at the Middle Paxton Township Municipal Building, 10 Elizabeth Avenue, Dauphin, Pennsylvania, from 9:00 a.m. through 4:00 p.m. Monday through Friday or on the Township's website at [www.middlepaxtontwp.org](http://www.middlepaxtontwp.org).

Each bid must be accompanied by a certified check, treasurer's check or bid bond in the amount of \$250,000.00. The successful bidder, when awarded the Contract, shall deliver a bond with suitable, reasonable requirements guaranteeing the performance of the Contract with delivery to be made with sufficient surety in the amount of fifteen percent (15%) of the Total Bid Amount. The bond shall be with an approved surety company authorized to do business in the Commonwealth of Pennsylvania. All bids must be submitted using the Form of Proposal attached to the Bidding Documents. In addition, all bids must be accompanied by a properly executed Non-Collusion Affidavit provided as a part of the Bidding Documents.

A pre-submission conference will be held at 2:00 p.m. on April 9, 2025 in the Meeting Room of the Middle Paxton Township Municipal Building, 10 Elizabeth Avenue, Dauphin, Pennsylvania.

The Municipality reserves the right to accept or reject any or all bids, waive technicalities, and accept any bids deemed to be in the best interest of The Municipality.

Julie Ann Seeds  
Township Manager  
Middle Paxton Township

## **EXECUTIVE SUMMARY**

This Invitation to Bidders and the following associated information contained herein detail the Township's intent to seek bids for the collection and disposal of Municipal Solid Waste ("MSW"), Recycling, and Bulk Items from residential dwellings (single-family and multi-family of less than four units).

The base bid service ("Regular Collection Service") being sought by the Township shall include:

1. A contract term of three (3) years with the option to extend the contract for up to two (2) additional one (1) year periods.
2. The weekly curbside collection and transportation of MSW from each residential dwelling unit.
3. The provision of curbside collection and transportation of designated recyclable materials based upon a schedule submitted in accordance with the bid and Municipality's selection.
4. The Successful Bidder must administer customer accounts, billing, and collection for services rendered.
5. Bulk item collection based upon a schedule submitted in accordance with the bid and Municipality's selection.

As part of this bid package, the Municipality is also seeking bids on a number of alternate options to include:

1. A once (1) weekly bulk item collection (pre-scheduled by the resident) service for all dwelling units within the Township.
2. A monthly bulk item collection (pre-scheduled by the resident) service for all dwelling units within the Township.
3. Weekly recyclables collection service for all dwelling units within the Township.
4. Bi-weekly recyclables collection service for all dwelling units in the Township.
5. A five (5) year contract term with the option to extend the contract for up to two (2) additional one (1) year periods.

Bidders are encouraged to reach out with questions or requests for interpretation, as well as attend the pre-submission meeting scheduled for April 9, 2025, at 2:00 PM.

# TABLE OF CONTENTS

## Middle Paxton Township MSW Collection & Disposal

	Page(s)
<b>Section One:</b> General Stipulations and Information for Bidders	1 to 16
1.1 RECEIPT OF BIDS	1
1.2 PRE-SUBMISSION CONFERENCE	1
1.3 PRINTED FORM OF BIDS	1
1.4 CERTIFIED CHECK, TREASURER’S CHECK OR BID BOND	1
1.5 CERTIFIED CHECKS, TREASURER’S CHECKS, OR BID BONDS RETURNED	1
1.6 QUALIFICATIONS OF BIDDERS	2
1.7 PLANS AND SPECIFICATIONS	2
1.8 EXAMINATION OF THE MUNICIPALITY	3
1.9 EXAMINATION OF THE BIDDING DOCUMENTS	3
1.10 CONDITION OF WORK	3
1.11 INDEPENDENT CONTRACTOR	3
1.12 EXCLUSIVE RIGHT TO SUCCESSFUL BIDDER	4
1.13 DISPOSAL & TIPPING FEE	4
1.14 RECYCLABLE MATERIALS PROCESSING & MARKETING	4
1.15 SALES USE & TAX ACT	4
1.16 VEHICLE FUEL ADJUSTOR	5
1.17 NUMBER OF DWELLING UNITS	6
1.18 BASIS OF AWARD	7
1.19 CHANGES PRIOR TO BID OPENING (ADDENDA)	7
1.20 BIDDER REQUEST FOR INTERPRETATION	8
1.21 WITHDRAWAL OF BIDS	8
1.22 INFORMALITIES	8
1.23 RESERVATIONS & ANNULMENTS	8
1.24 EXECUTION OF CONTRACT	9
1.25 PERFORMANCE BOND	9
1.26 INSURANCE	9
1.27 ASSIGNMENT OF CONTRACT	10
1.28 PENALTIES	11
1.29 PAYMENT	11
1.30 CONTRACT TERM & EXTENSION	12
1.31 LABOR STRIKE	12
1.32 SUCCESSFUL BIDDER TO HAVE TELEPHONE IN OFFICE	12
1.33 SUCCESSFUL BIDDER TO HAVE WEB SITE	12
1.34 RESPONSIBILITY OF SUCCESSFUL BIDDER	13
1.35 MODIFICATION OF CONTRACT	13
1.36 CONDITIONS UNDER WHICH CONTRACT MAY BE CANCELLED OR TERMINATED...	13
1.37 RECORDS	14
1.38 PUBLIC NOTICE	14
1.39 OBSERVANCE OF LAWS AND ORDINANCES	14
1.40 HEADINGS	14
1.41 DEFINITIONS	14
1.42 NONDISCRIMINATION	15
1.43 CHANGE OF OWNERSHIP	15
1.44 RELATIONSHIP OF PARTIES	15
1.45 NOTICES	15
1.46 WAIVER	15
1.47 GOVERNING LAW	16
1.48 ADDITIONAL COVENANTS	16

<b>Section Two:</b> Municipal Solid Waste Collection and Disposal	17 to 20
2.1 SCOPE OF WORK	17
2.2 MUNICIPAL SOLID WASTE	17
2.3 RECYCLING REQUIREMENTS	17
2.4 PROVISIONS FOR PLACE OF DISPOSAL.	18
2.5 METHODS OF COLLECTION	18
2.6 TYPES OF COLLECTION SERVICE	18
2.7 BILLING FOR COLLECTION SERVICE	18
2.8 HOURS WHEN COLLECTIONS SHALL BE MADE	18
2.9 PICK-UP POINTS	19
2.10 HANDLING OF CONTAINERS	19
2.11 MSW COLLECTED TO BE PROPERTY OF SUCCESSFUL BIDDER	19
2.12 CARRY-OUT SERVICE	19
2.13 BULK ITEM COLLECTION	19
2.14 SOLID WASTE COLLECTION SERVICE FOR FACILITIES OF THE MUNICIPALITY	20
2.15 MISSED SERVICE CALLS	20
2.16 HOLIDAYS	20
<b>Section Three:</b> Collection Vehicles	21
3.1 MSW COLLECTION TRUCKS	21
<b>Section Four:</b> Collection Program Education	22
4.1 EDUCATION	22
4.2 AMENDMENTS	22
4.3 WEB SITE	22
<b>Section Five:</b> Bid Alternates	23
5.1 BULK ITEM COLLECTION SERVICE FREQUENCY	23
5.2 RECYCLABLE MATERIAL COLLECTION FREQUENCY	23
5.3 5-YEAR CONTRACT TERM	23
<b>Exhibit A:</b> Non-Collusion Affidavit.....	I to III
<b>Exhibit B:</b> Bidders Questionnaire.....	IV to V
<b>Exhibit C:</b> Form of Proposal, Bid Form.....	VI to XII
<b>Exhibit D:</b> Bidders Affidavit.....	XIII

**SECTION ONE**  
**GENERAL STIPULATIONS AND INFORMATION FOR BIDDERS**

**1.1 RECEIPT OF BIDS**

Middle Paxton Township (hereinafter referred to as the “Municipality”) will accept sealed bids for municipal solid waste and recycling collection and disposal, and bulk item collection services for the contract term.

Sealed bids shall be addressed to the Municipality and marked “Bid on Solid Waste Collection and Disposal” in accordance with these Bidding Documents and will be received at the Middle Paxton Township Municipal Building, 10 Elizabeth Avenue, Dauphin, PA 17018 until 2:00 p.m. prevailing time Tuesday, April 22, 2025. **The deadline for bidding shall be strictly adhered to by the Municipality. Bids received after 2:00 p.m. on Tuesday, April 22, 2025 will not be accepted by the Municipality.**

**1.2 PRE-SUBMISSION CONFERENCE**

**The Municipality will hold a pre-submission conference at 2:00 p.m. on Wednesday, April 9, 2025, in the Meeting Room of the Middle Paxton Township Municipal Building, 10 Elizabeth Avenue, Dauphin, PA 17018.** Attendance at the pre-submission conference is optional on the part of bidders but recommended by the Municipality.

**1.3 PRINTED FORM OF BIDS**

All bids must be made upon the blank Bid Forms included herein and must give the prices proposed in figures (written in ink or typed) and must be signed by the Bidder with the full name of the individual authorized on behalf of the Bidder to submit said bid, Bidder’s address, and where a partnership, the name and address of each partner in full; if a corporation, the place where chartered and the names, titles and business address of the President, Secretary and Treasurer. **In submitting bids, the Bid Forms must not be removed from the Bidding Documents. These Bidding Documents, including Bid Forms, must be returned intact as received, including proper signatures and seals where required.**

**1.4 CERTIFIED CHECK, TREASURER’S CHECK OR BID BOND**

**Each bid must be accompanied by a certified check, treasurer’s check, or bid bond payable to Middle Paxton Township in the amount of \$250,000.00** to insure good faith in bidding. Said check or bond shall be forfeited to the Municipality in the event the Successful Bidder neglects or refuses to enter into a contract for the furnishing of the collection and disposal services solicited herein. The bid bond shall not be a penalty, but just and liquidated damages for delays or additional cost or expenses incurred by the Municipality owing to the Bidder’s failure to accept and execute the Contract as required.

**1.5 CERTIFIED CHECKS, TREASURER’S CHECKS, OR BID BONDS RETURNED**

The certified checks, treasurer’s checks, or bid bonds of the unsuccessful Bidders will be returned after the Contract is awarded to the Successful Bidder. The bid bond of the Successful

Bidder will be returned after the execution of the Contract and delivery of the required Performance Bond and Insurance Certificates evidencing coverages as required by these Bidding Documents.

#### 1.6 QUALIFICATIONS OF BIDDERS

**Each bidder shall furnish with its bid and in the same sealed envelope, the following sworn statements for consideration by the Municipality** in determining the qualifications of the Bidder to perform the work:

- a. **Owned Equipment Statement:** A sworn statement listing equipment owned or controlled by the Bidder and available to it for performing the work. The statement must include make, model, year, body type, capacity, and condition of each piece of equipment.
- b. **Experience Statement:** A sworn statement listing the Bidder's experience in performing work of the character for which its bid is being submitted. Specifically, the experience should include past or ongoing contracts with local governments. The statement should reflect a minimum of seven (7) years' experience with similar work and contain the following information:
  - Project title and description of work.
  - Dates when work started and completed.
  - The name and address of the recipient of the work and the telephone of the contact person.
- c. **Financial Statement:** A full and complete sworn financial statement showing the Bidder's assets and liabilities as of the end of its 2024 fiscal year. The statement should also include any unsatisfied judgments against the Bidder. Should a sworn financial statement for 2024 not be available at the time for submission of bids, then Bidders shall provide a full and complete sworn financial statement as of the end of its 2023 fiscal year and a supplemental or draft report for its 2024 fiscal year when in its possession.
- d. **Bidder's Questionnaire:** Included within these specifications is a questionnaire that is required to be completed by bidders and included as part of any bid submitted to The Municipality.

#### 1.7 PLANS AND SPECIFICATIONS

**With each bid, the Bidder must furnish one set of general plans and specifications setting forth the equipment, size of work crew, times of collection, and routing and methods proposed for collecting, receiving, transporting, conveying, handling, and disposing of MSW and recyclables. In addition, Bidders must furnish maps of the Municipality which clearly define collection districts and the day(s) collections are proposed for each of those**

**districts.** In particular, the methods, apparatus, and equipment for the elimination and control of nuisances that may arise during the process of collection, treating or disposal of the material shall also be shown, specified, and described in sufficient detail to enable the Municipality to judge their adequacy and sufficiency. It is an essential requirement of the Contract that neither objectionable odors, noxious gases, nor putrescent liquid shall escape during or after the process of collection, conveyance, treatment, or disposal of the MSW. **In addition, the Bidder shall submit a sworn statement stating that it will abide by all ordinances, rules, and regulations of the Dauphin County Department of Solid Waste Management and Recycling and of any municipality providing or making available landfill disposal facilities.**

To assist bidders in the preparation of a response to the requirements of this paragraph the Municipality is providing the following information as attachments to these specifications (*however, The Municipality does not certify or guarantee the accuracy of this information*).

#### 1.8 EXAMINATION OF THE MUNICIPALITY

Bidders shall and are hereby directed to inspect The Municipality thoroughly to investigate all circumstances affecting the cost and nature of the work and shall assume all risks in connection therewith.

#### 1.9 EXAMINATION OF THE BIDDING DOCUMENTS

Bidders are required to carefully examine the Bidding Documents for the proposed work and circumstances affecting the cost of the work and the manner of performance.

#### 1.10 CONDITION OF WORK

The Municipality does not make any representations in connection with the work. Bidders must become fully aware of the conditions relating to the work. Failure to do so will not relieve the Successful Bidder of its obligation to furnish and perform the work or to carry out the provisions set forth in these Bidding Documents.

#### 1.11 INDEPENDENT CONTRACTOR

The Successful Bidder shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Municipality. The Successful Bidder shall have the exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the Municipality and the Successful Bidder. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the Municipality, and no such person shall be entitled to any benefits available or granted to employees of the Municipality.

#### 1.12 EXCLUSIVE RIGHT TO SUCCESSFUL BIDDER

The exclusive right and privilege of collecting, removing, transporting, and disposing of all residential MSW and recyclables in the Municipality as aforesaid, shall be given to the Successful Bidder under the Contract(s) entered into between the Municipality and the Successful Bidder. The Municipality agrees on its part to prevent, as far as lawful, any person other than the Successful Bidder, from collecting, removing, transporting, disposing, or delivering any materials within the limits of the Municipality, which, under these Specifications, the Successful Bidder is required to collect and dispose of or deliver.

#### 1.13 DISPOSAL & TIPPING FEE

The Successful Bidder shall deliver MSW collected in the Municipality to the approved facility(ies) designated by the Dauphin County Department of Solid Waste Management and Recycling (the "County"). The maximum, not-to-exceed tipping fee(s), including the administrative fee of the County, are included in its Municipal Waste Management Plan. Any increase or decrease in a tipping fee(s) that results from the mandatory use of the County designated facility by the Successful Bidder shall be included in the cost for services to be paid by customers after said increase or decrease in cost has been confirmed by the Municipality based upon certified tonnage reports for the disposal of MSW.

#### 1.14 RECYCLABLE MATERIALS PROCESSING AND MARKETING

The Successful Bidder must collect the designated recyclable materials from residential customers in accordance with the selected Bid on the same day as MSW service is rendered to the address.

Recyclable materials collected by the Successful Bidder must be processed at a recyclables processing/materials recovery facility which has all required permits issued by the appropriate authorities. Costs incidental to the processing of recyclables collected under this contract are the responsibility of the Successful Bidder. The Successful Bidder shall maintain for submission to the Municipality accurate records indicating the destination and tonnage of the recyclables collected and delivered to the said processing facility under the contract.

The Successful Bidder has the total responsibility of recyclables processing and marketing and shall bear any and all costs incurred therewith regardless of cause. The Successful Bidder retains all revenues from the sale of the recyclables collected in the City under this contract.

#### 1.15 SALES AND USE TAX ACT

Bidders shall make their own independent analysis of Pennsylvania Sales and Use Taxes and the applicability or non-applicability thereof to the materials, supplies, and services to be provided and performed under and as a part of any Contract work. All applicable taxes are to be included

in the prices bid and neither the Municipality nor its residents will make any separate payment of taxes.

#### 1.16 VEHICLE FUEL ADJUSTOR

On October 1, 2026, and annually thereafter, the Successful Bidder may increase or decrease the cost for services to be paid by customers due to changes in its cost for vehicle fuel. To compute the Vehicle Fuel Adjustor bidders are required to use the following formula:

Multiply the number of Municipal Road Miles by 2 (both sides of the road), and then, multiply this product by the Number of Collections Per Year (e.g. 1 for each MSW collection week, 1 for each recyclable collection week, etc.) to produce the Total Collection Miles driven per year. Add to the Total Collection Miles the number of Transfer Miles driven annually (this figure is to be provided by bidders on the Bid Form) to produce Total Miles Driven. Divide Total Miles Driven by the average mileage per gallon of the Successful Bidder's current fleet providing service to the Municipality, to determine Total Gallons of Fuel used in a contract year. Multiply the Total Gallons of Fuel used in a contract year by the per gallon price of diesel fuel for the first week in June of the previous year to produce the Beginning Total Cost of Fuel. The per gallon price of diesel fuel shall be taken from the Retail On-Highway Diesel Price for the Central Atlantic Region as listed on the website of the U.S. Department of Energy. Then, multiply the Total Gallons of Fuel used in a contract year by the Retail On-Highway Diesel Price for the first week in June of the current year to produce the Ending Total Cost of Fuel. Determine the difference between the Beginning Total Cost of Fuel and the Ending Total Cost of Fuel. Divide the difference between the Beginning Total Cost of Fuel and the Ending Total Cost of Fuel by the number of customers served in the year, as estimated by The Municipality on the Bid Form of these specifications, to produce a quotient. Divide this quotient by four (the number of quarters in a contract year) to produce a second quotient. Add the second quotient into the cost for services billed to customers on a quarterly basis. Refer to the example on the next page.

The number of Municipal Road Miles shall be that indicated on the PENNDOT Liquid Fuels Map (Type 5), plus the number of PENNDOT (state) road miles, excluding Interstate Highways. The number of Municipal Road Miles is subject to adjustment by the Municipality, typically on an annual basis, as new roads, serving new developments, are accepted as part of the public domain. The Municipal Road Miles possessed by the Municipality as of the issuance of this bid package are 36.01 (approx).

Example:

36.01 – *Municipal Road Miles* in Middle Paxton Township

X 2 – both sides of the road  
 72.02  
 X 104 - *Number of Collections Per Year*  
 7,490 – Total Collection Miles  
 + 6,000 – *Transfer Miles* (estimate provided for illustrative purposes only)  
 13,490 – *Total Miles Driven*  
 ÷ 3.5 mpg (provided for illustrative purposes only)  
 3,854.29 – *Total Gallons of Fuel* used in a contract year  
 X \$4.00 – *On-Highway Diesel Price* 6/1/08 (provided for illustrative purposes only)  
 \$15,417 – *Beginning Total Cost of Fuel*  
  
 13,490 – *Total Miles Driven*  
 ÷ 3.5 mpg (estimate provided for illustrative purposes only)  
 3854.29 - *Total Gallons of Fuel* used in a contract year  
 X \$4.50 – *On-Highway Diesel Price* 7/1/09 (estimate provided for illustrative purposes only)  
 \$17,344.31 - *Ending Total Cost of Fuel*  
  
 \$17,344.31 – *Ending Total Cost of Fuel*  
 \$15,417.00 – *Beginning Total Cost of Fuel*  
 \$1,927.31  
 ÷ 2,255 – number of customers in year served  
 \$.85  
 ÷ 4 – number of quarters  
 \$.21 - amount of quarterly increase in the cost for services to Middle Paxton Township customers due to the Vehicle Fuel Adjustor.

Please note that the number of *Transfer Miles* driven annually is a figure to be provided by bidders on the Bid Form. **Each bidder shall furnish with his bid and in the same sealed envelope, a sworn statement that indicates and verifies the number of Transfer Miles driven annually.**

#### 1.17 NUMBER OF DWELLING UNITS

The Bid shall be for a monthly rate per dwelling unit. A “dwelling unit” is one (1) or more rooms in a residence that possesses sleeping and cooking facilities and is arranged for occupancy by one (1) or more persons living together as a family. Single-family and multi-family dwellings containing fewer than four (4) units shall be covered by the provisions of a contract awarded in accordance with these specifications.

There are approximately 2,255 households in Middle Paxton Township. However, bidders are advised and cautioned that the Municipality makes no warranty as to the number of dwelling units now, nor at any time in the future, and, if necessary, bidders should field verify and affirm

the number of dwelling units prior to submitting bids. Since the Bid is for a monthly rate per dwelling unit, nothing herein is to be construed as a warranty as to the number of dwelling units or the gross amount of revenues that may be received at any time by the Successful Bidder.

Please note that the Bid Form requests a bid for the collection and disposal of MSW, which does not guarantee participation in the contract by all dwelling units. Although participation in the contract is not mandated, no other haulers shall be permitted to collect MSW or recycling from dwelling units in the Municipality.

#### 1.18 BASIS OF AWARD

The Municipality may award a contract to the lowest responsible bidder, as deemed in its best interests, based upon the lowest responsible bid or bid alternate selected by the Municipality.

The Municipality may reject any and all bids, in its sole discretion and as deemed necessary in its best interest. The Municipality may award multiple bids for a contract in accordance with the provisions of this paragraph.

The basis for bid award will be primarily the cost per month per dwelling unit for the Regular Collection Service over the contract period, including any Alternate bid selected by the Municipality.

Although the basis of the bid award will be primarily the monthly cost per dwelling unit for the Regular Collection Service, consideration will be given to the Vehicle Fuel Adjustor, percentage increase for contract extension, and other items, such as the costs for additional containers, in determining the lowest qualified and responsible bidder. As an example, the lowest responsible bidder for the Regular Collection Service for the base contract period may not be the overall lowest responsible bidder for the contract term plus extension years. More specifically, the Municipality may factor in the costs for items not included in the Regular Collection Service, in determining the lowest responsible bidder.

#### 1.19 CHANGES PRIOR TO BID OPENING (ADDENDA)

During the period allowed for the preparation of bids, Bidders may be furnished with addenda for additions or alterations to the Bidding Documents, which shall be included in the work covered by the bid and become a part of the contract documents. Any changes to the Bidding Documents shall be issued by the Municipality only as written addenda. A copy of any issued addenda shall be mailed or delivered to each prospective bidder of record. It shall be the duty of bidders to inform their prospective subcontractors of any addenda, which may affect the work to be covered by the proposal of a bidder. Failure of a bidder to receive any addendum shall not relieve the bidder from the obligation of the addendum and the inclusion of the addendum in its proposal.

#### 1.20 BIDDER REQUEST FOR INTERPRETATION

If any prospective bidder is in doubt as to the true meaning of any part of the Bidding Documents, it may submit to the Manager of Middle Paxton Township a written request for an interpretation thereof. Said written requests for interpretation must be received not less than seven (7) calendar days prior to the date set forth herein for the opening of bids in order to be considered by the Municipality. A Bidder submitting a request for interpretation shall be responsible for its prompt delivery. Requests for interpretation may be submitted by e-mail to [middlepaxtontwp@comcast.net](mailto:middlepaxtontwp@comcast.net).

The Municipality shall not be responsible for any other explanations or interpretations of the Bidding Documents. Oral and other interpretations or clarifications shall be without legal effect. Failure of a Bidder to receive a written interpretation shall not relieve the Bidder from the obligation of the interpretation or to structure its proposal in accordance with same.

#### 1.21 WITHDRAWAL OF BIDS

A bid after having been submitted, may be withdrawn by the Bidder prior to the time set for the opening of bids upon the presentation of a written request of such withdrawal to the Manager of Middle Paxton Township. No withdrawal of bids shall be allowed after said time, even though bids may not as yet have been opened.

#### 1.22 INFORMALITIES

Bids that contain erasures, alterations, conditional bids, omissions, or irregularities of any kind may be rejected by the Municipality at its option as not complying with the Bidding Documents. The Municipality reserves the right to waive any defects or irregularities that it deems non-material or de minimis in its sole discretion.

#### 1.23 RESERVATIONS AND ANNULMENTS

Within sixty days (60) of the date of bid opening, the Municipality shall determine the Successful Bidder upon the basis of the bids submitted, reserves the right to reject any or all bids, and may re-advertise, if the best interests of the Municipality are to be thereby promoted. Furthermore, the Municipality retains the right to annul any Contract, if in its opinion, there shall be a failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon the Municipality any materials or workmanship inferior to those required by the Contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right of the Municipality to claim damages for the breach of any of the covenants of any Contract by the Successful Bidder. No bid may be considered from any person, firm, or corporation who has defaulted in the performance of any contract or agreement previously made with the Municipality or who can be shown to have failed to perform satisfactorily a similar contract or agreement in another municipality.

#### 1.24 EXECUTION OF CONTRACT

Any Bidder whose bid is accepted shall be required to execute a contract within twenty (20) days of receipt of the notification of bid award. In case of failure or refusal on the part of a Successful Bidder to enter into a contract within this period of time, the amount of the certified check, treasurer's check, or bid bond shall be forfeited and paid to Middle Paxton Township.

#### 1.25 PERFORMANCE BOND

The Successful Bidder, within twenty (20) days of receipt of notification of bid award, shall deliver a bond to the Municipality guaranteeing performance of the contract. The bond shall be in the amount of fifteen percent (15%) of the Total Annual Bid Price of all bids (base bid and alternates) as awarded by the Municipality, and shall be posted with an approved surety company registered to do business in the Commonwealth of Pennsylvania and possessing a minimum A.M. Best Company rating of "B+" or named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the agent's power of attorney.

The bond shall further be conditioned that the Successful Bidder comply in all respects with the terms and conditions of the Contract, and its obligation there under and any renewals thereof and shall indemnify and save harmless the Municipality against or from all cost, expense, damage, injury, or loss to which same may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the Successful Bidder, its agents or employees in or about the execution or performance of the Contract(s), and shall save and keep harmless the Municipality against and from all claims or losses to it from any cause whatsoever, including but not limited to patent infringements in the matter of completing said Contract.

#### 1.26 INSURANCE

The Successful Bidder must have the minimum following insurance coverages at all times during the Term:

- A. Workmen's Compensation, including Occupational Disease and Employer's Liability Insurance with limits not less than those state below:
  - 1. Statutory – Amounts and coverage as required by Workmen's Compensation Laws of the Commonwealth of Pennsylvania.
  - 2. Employer's Liability
    - a. \$100,000 each accident
    - b. \$500,000 each disease (policy limit)
    - c. \$100,000 each disease per employee

- B. General Liability Insurance including coverages for direct operations, sublet work, contractual liability and completed operations with limits not less than those stated below:
  - 1. Bodily Injury and / or Property Damage
    - a. \$1,000,000 each occurrence
    - b. \$2,000,000 general aggregate
  - 2. Products Completed Operation
    - a. \$2,000,000 aggregate
  - 3. Personal and Advertising Injury
    - a. \$1,000,000
- C. Comprehensive Automobile Liability Insurance including coverage for owned, non-owned, and hired vehicles with limits not less than those stated below:
  - 1. Bodily Injury Liability: \$1,000,000 each person, \$2,000,000 each occurrence; and
  - 2. Property Damage Liability: \$1,000,000 each occurrence or Combined Single Limit of \$2,000,000
- D. Excess or Umbrella Policy in the amount of \$2,000,000
- E. Certificates of Insurance shall be provided to the Municipality within twenty (20) days of receipt of notification of the award. Policies and insurers shall be subject to approval of the Municipality.
- F. The Municipality shall be listed as a certificate holder and additional insured on all of the aforementioned insurance policies of the Successful Bidder. In the event of policy cancellation, the Municipality shall be given thirty (30) days advance written notice of said cancellation.

1.27 ASSIGNMENT OF CONTRACT

The Successful Bidder shall give personal attention constantly to the faithful performance of the work, shall keep said work under its own control, and shall not assign by the power of attorney or otherwise, nor subcontract the work or any part thereof without the previous written consent of the Municipality. In such case, the Successful Bidder shall state to the Municipality, in writing, the name and address of such subcontractor that it intends to employ, the portion of the work the subcontractor is to perform, the subcontractor's place of business, and such other information as the Municipality may require in order to determine if the subcontractor is reputable, reliable, and able to perform the work as set forth in these Specifications.

The Successful Bidder shall not be released from its liabilities or obligations under the contract should any subcontractor fail to perform in a satisfactory manner the work undertaken.

### 1.28 PENALTIES

The Township shall notify the Successful Bidder of all complaints regarding the performance of the contract and it shall be the duty of the Successful Bidder to take whatever steps are necessary to remedy the complaints in a timely manner in accordance with these Bid Documents.

In addition to any other remedies set forth in these Bid Documents for non-performance or default, the failure by the Successful Bidder to remedy complaints shall result in the imposition of penalties, and the Township may assess these penalties against the Successful Bidder as follows:

A. **Failure to clean up spilled material** – two hundred dollars (\$200.00) for each occurrence.

B. **Failure to resolve missed collections within forty-eight (48) hours** - two hundred dollars (\$200.00) for each occurrence.

C. **Missed collections at the same address within a six (6) month period** – four hundred dollars (\$400.00) for the third and subsequent violations at that address.

D. **Changing the collection day without first receiving approval from the Township** – one thousand dollars (\$1,000.00) for each occurrence.

E. **Starting route collections before 6:00 am without first receiving approval from the Township** – five hundred dollars (\$500.00) for each occurrence.

F. **Collections after 5:00 pm without first receiving approval from the Township** – three hundred dollars (\$300.00) for each occurrence.

G. **Violations of 2.4 Methods of Collection** – five hundred dollars (\$500.00) per occurrence.

H. **Failure to properly place empty containers upright at the curb or street line, or placement of empty containers in a way that blocks driveways or streets** – three hundred dollars (\$300.00) per occurrence.

### 1.29 PAYMENT

The price stipulated with respect to dwelling units in the Bid hereto attached shall cover all labor, material, equipment, transportation, disposal, and any other costs and expenses needed to complete the Contract in all details. The Successful Bidder shall accept the price stated in the Bid hereto attached as the full compensation. Collection of charges for services shall be the sole

responsibility of the Successful Bidder. Bidder's proposals shall include all applicable federal, state, and local fees, including any state-mandated recycling, host, and environmental stewardship fees. The Successful Bidder shall not surcharge the Municipality or the residential units served by the Successful Bidder contained therein for any increase in such fees during the term of the Contract, except that the Successful Bidder shall increase or decrease the cost for service provided to the residential units for any increase or decrease in state-mandated recycling, host, and environmental stewardship fees levied in accordance with the Pennsylvania Solid Waste Management Act (35 P.S. §§ 6018.101-6018.1003, as amended).

#### 1.30 CONTRACT TERM AND EXTENSION

The Municipality expects to enter into a contract that possesses a term beginning October 1, 2025 and extends through September 30, 2028. Prior to the expiration of the Contract period, the Successful Bidder and the Municipality may mutually agree to extend the Contract for a total of not more than two (2) additional years on an individual basis. The cost for services charged by the Successful Bidder in any extension year shall increase no more than the percentage stated by the Successful Bidder in its initial bid. Such percentages shall be applied to the monthly costs for services listed by the Successful Bidder in its bid. Such percentage increases shall not be applied to changes in monthly costs due to the Vehicle Fuel Adjustor or increases in monthly costs due to increased tipping fee charges for MSW as instituted by the County for the Harrisburg Incinerator.

As an alternate bid, this Contract may provide for Regular Collection Services of a term of five (5) years with the option to extend the Contract period, not more than two (2) additional years on an individual basis upon the mutual agreement of the parties.

#### 1.31 LABOR STRIKE

The Successful Bidder shall be responsible for its striking personnel and shall take any and all measures necessary to fully perform the Contract during any strike or other labor problem.

#### 1.32 SUCCESSFUL BIDDER TO HAVE TELEPHONE IN OFFICE

The Successful Bidder shall have telephone communication in its office or plant properly listed in the official telephone directory, and shall attend said phone during normal business hours (i.e. 9:00 a.m. until 4:00 p.m.) Monday through Friday.

#### 1.33 SUCCESSFUL BIDDER TO HAVE WEB SITE

The Successful Bidder shall have and maintain a website that provides information regarding the services to be provided to its customers located within the Municipality. The Municipality shall be permitted to link its municipal websites to the website of the Successful Bidder.

#### 1.34 RESPONSIBILITY OF SUCCESSFUL BIDDER

The Successful Bidder shall be and is hereby responsible for any and all damages to property or persons in consequence of its acts, or the acts of any agent or person of its employ. The Successful Bidder agrees that the liability and Workmen's Compensation Insurance shall be furnished protecting the Municipality against loss or injury occasioned by the acts of its employees in accordance with the requirements of paragraph 1.26.

The Successful Bidder shall complete all work in the most substantial and workmanlike manner and with the highest regard to the safety of life and property and to protect and be responsible for all work. It shall furnish all labor and materials, plant, power, tools, and transportation necessary or proper for performing and completing the work in the manner and within the time herein specified and shall do at its own expense everything mentioned as its duty under these Specifications and all incidental work, shall pay all fees for permits, all royalties and fees for patented appliances, products, or processes used, and all other incidental expenses, and recycling processing fees).

The Contractor shall be deemed and considered an independent contractor in respect to the work covered by these Specifications and shall assume all responsibility and expense for risks and casualties of every description arising out of the nature of the work or unforeseen or unusual difficulties. The Successful Bidder shall assume all liability for loss by reason of neglect or violation of federal, state or municipal laws, ordinances or regulations, loss due to work on this contract, or from any other causes of the Successful Bidder.

#### 1.35 MODIFICATION OF CONTRACT

The contract may be modified and changed from time to time, as may previously be agreed upon in writing, between the parties hereto, in a manner not materially affecting the substance hereof.

#### 1.36 CONDITIONS UNDER WHICH CONTRACT MAY BE CANCELLED OR TERMINATED BY THE MUNICIPALITY

If the work under the contract is abandoned by the Successful Bidder; if the contract is assigned or the work subcontracted other than as herein specified; if at any time Middle Paxton Township is of the opinion and so certifies in writing (which certificate shall be final, binding and conclusive on the Successful Bidder) that the performance of the contract is being unnecessarily or unreasonably delayed; if the Successful Bidder is violating any of the conditions or covenants of the contract or the Bidding Documents; or if the Successful Bidder is executing the contract in bad faith or not in accordance with the terms thereof, the Municipality, may cancel and terminate the contract by written notice, to be served upon the Successful Bidder either personally or by leaving said notice at its office. The Municipality shall thereupon have the power and is hereby authorized to procure in the manner prescribed by law services for said work to be performed as may be necessary to fulfill the contract and in such case, the Municipality, shall have the power

and is hereby authorized to charge to the Successful Bidder the amount of loss suffered by the Municipality and collect same out of the bond filed by the Successful Bidder.

#### 1.37 RECORDS

The Successful Bidder shall provide to the Municipality, on a quarterly basis, written documentation setting the total number of tons of MSW collected and disposed of from the Township, and the designated facilities that accepted MSW for disposal. The Successful Bidder shall also provide the total number of households serviced in the Municipality. The Successful Bidder shall provide to the Municipality, on a quarterly basis, a record of all service complaints and the disposition of same by the Successful Bidder.

#### 1.38 PUBLIC NOTICE

It shall be the responsibility of the Successful Bidder to notify the Municipality of any change in collection routes, pick-up times, or other similar changes to be implemented at the start of the contract by contacting the municipal contact person as referenced in paragraph 1.45. Individual customers must be notified by way of the websites of the Successful Bidder and the Municipality, as well as any other mass notification platform, as applicable.

#### 1.39 OBSERVANCE OF LAWS AND ORDINANCES

The Successful Bidder must, in the performance of work and services under the Contract, qualify under and comply with any and all federal, state and local laws, ordinances and regulations now in effect, or hereafter enacted or adopted during the term of the Contract, which are applicable to the Successful Bidder, its employees, agents, or subcontractors with respect to the work and services described herein. Included within this requirement, but not limited to, is compliance with Pennsylvania Act 101 of 1988, the Municipal Waste Planning, Recycling, and Waste Reduction Act (53 P. S. § 4000.901), as amended; PA Solid Waste Management Act (35 P.S. §§ 6018.101 — 6018.1003), as amended; and the PA Municipal Waste Management Regulations (PA Code Title 25, Chapters 271 — 285), as amended.

#### 1.40 HEADINGS

Headings or titles preceding the text of paragraphs or subparagraphs are inserted solely for the ease of reference and shall not constitute a part of the Bidding Documents, nor shall they affect their meaning, constitution, or effect.

#### 1.41 DEFINITIONS

Unless otherwise defined herein, the definitions set forth in the PA Municipal Waste Management Regulations shall be used to determine the meaning of words and phrases used within these specifications.

#### 1.42 NONDISCRIMINATION

It is the policy of The Municipality to provide equal opportunity to all persons and not to discriminate against any individual, employee, or contractor on the basis of race, color, creed, sex, marital status, age, national origin, political affiliation, religion, handicap, or disability. The Municipality requires that all contractors and subcontractors doing business with the Municipality practice Equal Employment Opportunity. In addition, such contractors and subcontractors shall not discriminate against any of the herein-referenced individuals or groups as a condition of its agreement with the Municipality.

#### 1.43 CHANGE OF OWNERSHIP

In the event of any change of control or ownership of the Successful Bidder, the terms and conditions of these specifications and any contract entered into which incorporates these specifications shall be assumed by the new owner or controlling entity and the Successful Bidder shall be solely liable to ensure that such assumption of responsibilities take place.

#### 1.44 RELATIONSHIP OF PARTIES

No agency, partnership, joint venture or similar relationship exists or is created between the Parties. This Bid is not to be construed as being made for the benefit of any person or political subdivision not a party to this Bid.

#### 1.45 NOTICES

Any notices or communication required hereunder shall be in writing and delivered in person or sent by certified or registered mail, as follows:

To Successful Bidder: (to be completed following the award of bids)

To The Municipality: c/o Julie Ann Seeds, Manager  
Middle Paxton Township  
10 Elizabeth Avenue  
Dauphin, PA 17018

#### 1.46 WAIVER

The waiver by any Party of an Event of Default or a breach by another Party of any provision of this Bid shall not operate or be construed to operate as a waiver of any subsequent Event of Default or breach. The making or the acceptance of a payment by any Party with knowledge of the existence of a Default or breach shall not operate or be construed to operate as a waiver of any existing and/or subsequent Event of Default or breach.

#### 1.47 GOVERNING LAW

Any questions concerning the validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed, or of the place or places of performance. Any questions concerning validity, construction, or performance shall be construed and interpreted under the internal laws of the Commonwealth of Pennsylvania without regard to conflicts of laws doctrines. Any litigation concerning or arising under this Bid shall be initiated and maintained either in the Court of Common Pleas of Dauphin County or the United States District Court for the Middle District of Pennsylvania, sitting in Harrisburg, Pennsylvania.

#### 1.48 ADDITIONAL COVENANTS

The Successful Bidder hereby represents and warrants to the Municipality that: (i) it has the authority to enter this Bid and to execute the contract; (ii) it possesses all legally required permits necessary for its operation; (iii) it operates in accordance with applicable law; and (iv) the execution of this Bid will not violate applicable law.

#### 1.49 CHANGE OF COST

In the event that a change in any local, state, or federal statute, regulation, or ordinance requires the Successful Bidder to pay additional fees for the collection or disposal of MSW to a governmental entity, over and above those fees currently in effect, the Successful Bidder may request an increase the costs for services paid by customers to offset the increase in fees. Prior to any increase in fees as referenced herein, the Successful Bidder shall submit, in writing, to the Municipality a request to increase fees that indicates the source of increase, the amount of increase, the computation by which the increase was derived, and the manner in which the increase will be included in the monthly bill of customers. Any increase in costs for services shall be subject to the prior written approval by the Municipality.

## **SECTION TWO**

### **MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL**

#### **2.1 SCOPE OF WORK**

The scope of work under the Contract consists of the collection by use of closed-unit packer-type vehicles and disposal in the manner herein described of all Municipal Solid Waste (“MSW”), bulk items, and Recycling from all residential establishments including single-family and multi-family dwellings containing fewer than four (4) units and municipal facilities within the limits of the Municipality. Multi-family dwellings containing four (4) or more units, commercial, institutional, and industrial establishments are not included under the contract, except as otherwise specifically set forth.

#### **2.2 MUNICIPAL SOLID WASTE**

For purposes of these specifications, Municipal Solid Waste (MSW) shall include garbage, refuse, and other materials, including solid, liquid, semisolid, or gaseous materials resulting from the operation of residential and municipal establishments. MSW shall include grass clippings.

#### **2.3 RECYCLING REQUIREMENTS**

The Successful Bidder shall collect all designated recyclable materials placed at designated pick-up points from all curbside customers in accordance with its Bid. Designated recyclable materials include:

- a. Glass food and beverage bottles and jars (clear and all colors)
- b. Metal food and beverage containers (steel, tin, bi-metal, aluminum)
- c. Plastics #1, #2 and #5 bottles and jars
- d. Newspaper
- e. Office Paper (from Small Business units; as DEP requires commercial to recycle high grade office paper)
- f. Corrugated Cardboard

Monthly Recycling Reports - The Successful Bidder shall submit monthly recycling reports for the length of the contract period commencing upon final approval of the contract. These reports shall be due within twenty (20) days from the end of the month and shall be submitted with the monthly billing. The reports shall be printed on the Successful Bidder’s letterhead and shall be signed by the Successful Bidder.

At a minimum, the reports shall include tonnages for all materials collected, processed and marketed. (The Successful Bidder shall keep on file the weight receipts, destination for each marketed material and proof of receipt by recycling facilities for all collected/processed/marketed materials.).

#### 2.4 PROVISIONS FOR PLACE OF DISPOSAL

The Successful Bidder shall agree to dispose of all MSW collected within the Municipality at a disposal site designated by the Dauphin County Department of Solid Waste Management and Recycling.

#### 2.5 METHODS OF COLLECTION

All MSW and recyclables shall be removed without spilling, loaded into the truck and delivered to the disposal site. The Successful Bidder shall perform its services in a workmanlike, clean, and sanitary manner. The Successful Bidder's employees shall be trained and knowledgeable in the handling of MSW and of all federal, state, and local laws regulating the collection, transportation, and disposal of solid waste. The Successful Bidder shall insure that all work is performed that minimizes: (i) disturbances in the operation of the dwelling units; (ii) blockages of public thoroughfares; and (iii) prevents damage to private property.

#### 2.6 TYPES OF COLLECTION SERVICE

The Successful Bidder shall determine the business day(s) on which the collection shall be made, provided however, that all collection of MSW materials shall be made at least once per week from all participating dwelling units. Recyclable materials shall be collected on the same day as the dwelling unit's regular MSW service at the frequency presented by the Successful Bidder in its Bid as selected by the Municipality. The Successful Bidder shall provide collection service daily except Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday from this list should fall on a Saturday or Sunday, collections will not be interrupted. Collections missed due to a listed holiday, act of God, or other delay may not be delayed more than forty-eight (48) hours following the resumption of business by the Successful Bidder.

MSW shall be collected curbside utilizing automated, manual, or a combination thereof, collection methods. Manual service will include the collection of a maximum of two (2) containers of MSW weekly under the service price as bid. Automated collections will be made once per week with the Successful Bidder collecting MSW from one (1) contractor provided toter cart.

Bag/tag service must be provided as an option to customers with an annual twelve (12) tag per dwelling unit minimum. Customers selecting bag/tag service for MSW must still enroll in recycling and bulk item service.

Bulk item service must be available via telephonic scheduling to request service. The Bidder may present a bid with a bulk item pick-up of one (1) item at the option of weekly or monthly service. A bulk item means any item that is not contained within the MSW container.

## 2.7 BILLING FOR COLLECTION SERVICE

The Successful Bidder will invoice the customers directly for services, collect payments, and identify and field all customers who select the Regular Collection Service.

## 2.8 HOURS WHEN COLLECTIONS SHALL BE MADE

All collections shall be made Monday through Friday, between the hours of 6:00 a.m. and 5:00 p.m. provided, however, this shall not prevent the collections of materials outside this time period on an emergency basis. The institution of the emergency hours shall at all times be subject to the approval of the Municipality.

## 2.9 PICK-UP POINTS

All curbside containers (trash, recycling), bags, and bulk items shall be placed for service by the customer either immediately back of the curb line in front, rear, or side of the property for the collection by the Successful Bidder. To the extent practicable, the Successful Bidder shall adhere to the existing pick-up points used by customers.

## 2.10 HANDLING OF CONTAINERS

All MSW collectors of the Successful Bidder shall exercise reasonable care in handling customer receptacles and shall not willfully break, deface or injure the same. After receptacles are emptied they shall be replaced by the collectors at approximately the same location, but not within the cartway of the street or alley. All containers broken or destroyed by improper or careless handling by the Successful Bidder shall be replaced by the Successful Bidder at its own expense.

## 2.11 MSW AND RECYCLING COLLECTED TO BE PROPERTY OF SUCCESSFUL BIDDER

The Successful Bidder for collection and disposal of MSW and recyclables mentioned in these Bidding Documents shall become the owner of such materials from the time of collection.

## 2.12 CARRY-OUT SERVICE

The Successful Bidder shall provide, for the same price as the Regular Collection Service, a carry-out service to residents who possess disabilities that preclude them from taking MSW or recyclables to the designated location as described in paragraph 2.8. This service shall only be available to persons who are disabled as defined under the Americans with Disabilities Act of 1990, whose dwelling unit does not have another individual capable of transporting MSW and recyclables to the designated location residing therein.

## 2.13 BULK ITEM COLLECTION

The Successful Bidder shall collect one (1) bulk item, without additional charge (beyond the respective Alternate bid price) from each residential establishment that participates in the Regular Collection Service at the frequency identified in its Bid. The Successful Bidder may

collect additional bulk items from Regular Collection Service customers for an additional fee per bulk item **as established in advance by the Successful Bidder.**

Bulk items shall include, but are not limited to, furniture, carpeting, mattresses, box springs, appliances, and bundled or boxed goods. Household hazardous wastes, batteries, and tires shall not be considered bulk items. Items containing refrigerant, such as refrigerators, air conditioners, and dehumidifiers, may require special handling. As such, customers must provide the Successful Bidder with advanced notice of said items being placed for collection in accordance with policies established by the Successful Bidder, that are agreeable to the Municipality.

The Successful Bidder shall not be required to remove any item which two (2) men are unable to lift onto a truck. The Successful Bidder shall provide a carry-out service for bulk items to those customers who possess disabilities in accordance with paragraph 2.11.

2.14 **SOLID WASTE COLLECTION SERVICE FOR FACILITIES OF THE MUNICIPALITY**

The Successful Bidder shall provide MSW, bulk, and recyclables collection and disposal service to all municipal facilities, including the provision of dumpsters possessing capacities of two (2) to six (6) cubic yards, free of charge, to the Municipality. The following is a current list of facilities:

**MIDDLE PAXTON TOWNSHIP**

Fishing Creek Community Center  
1361 Fishing Creek Valley Road

Hagy Park  
1120 Mountain Road

Middle Paxton Township  
Municipal Building  
10 Elizabeth Avenue

Middle Paxton Township  
Maintenance Garage  
50 Elizabeth Avenue

2.15 **MISSED SERVICE CALLS**

The Municipality will refer all complaints concerning missed service to the Successful Bidder. In case of missed service reported by the Municipality or a customer, the Successful Bidder shall collect the missed MSW or recycling within forty-eight (48) hours of notification.

2.16 **HOLIDAYS**

If a holiday observed by the Successful Bidder occurs on a regular business day, customers normally provided MSW collection on that particular day shall be provided said service on the next calendar day. The collections for the remaining days in the week during which a holiday occurs may be adjusted accordingly based upon the policy of the Successful Bidder, but in no way may service extend beyond the calendar week. For example, if a holiday observed by the Successful Bidder occurs on Monday, Monday's collections may be done on Tuesday; Tuesday's collection may be done on Wednesday; Wednesday's collections may be done on Thursday; Thursday's collections may be done on Friday; and Friday's collections may be done on Saturday. Nothing herein prevents the Successful Bidder from resolving the collections of the missed day sooner or without disruption to the schedule of remainder of the weeks' customers.

## **SECTION THREE COLLECTION VEHICLES**

### **3.1 MSW COLLECTION TRUCKS**

The Successful Bidder shall supply vehicles for the collection of MSW and recyclables which are capable of transporting the materials in a manner that prevents spillage. In addition, the Successful Bidder must utilize a sufficient number of collection vehicles to properly maintain collection schedules. The Successful Bidder shall have sufficient back-up capability in case of breakdown and adequate repair facilities so that broken equipment can be repaired to ensure no delay or hindrance to collection operations.

Trucks for the removal of MSW and recyclables shall be metal, securely covered, water tight, strongly built, kept thoroughly cleansed, and well painted. Open trucks or trucks covered with tarps will not be acceptable for this work. In addition, the name of the Successful Bidder and its telephone number shall appear on both sides of each truck in letters of legible size as well as placards indicating that the truck is hauling MSW. The Successful Bidder's Collection Vehicles shall:

1. Be maintained in good and reasonably clean condition;
2. Be of a size and type necessary to operate on the streets of the Municipality without doing damage to municipal roadways, curbing, planted areas or private property;
3. Be enclosed to insure no loss of waste from the vehicles and shall prevent vehicle leakage during collection and transportation. Successful Bidder shall immediately clean up any spillage or loss of collected material that may occur during collection and transport;
4. Not be left unattended on any private or public properties except in an emergency situation or except as approved by the Municipality; and
5. Have noise muffling devices which limit the noise of the vehicle to the current required manufacturer's standard.

Successful Bidder shall comply with the County's collection vehicle licensing requirements and obtain a license from the County for all collection vehicles. The Municipality shall have the right to inspect any collection vehicle at any time and any place it is being used within The Municipality. Successful Bidder shall make vehicles available for inspection whenever so requested by The Municipality at a time and place mutually agreed upon.

Finally, the Successful Bidder shall comply with the County's manifest procedures for the disposal of waste.

**SECTION FOUR**  
**COLLECTION PROGRAM EDUCATION**

4.1 EDUCATION

The Municipality shall establish comprehensive and sustained public information and education programs concerning all collection program features and requirements in accordance with the laws of the Commonwealth of Pennsylvania. To assist the Municipality in implementing the education programs, the Successful Bidder shall one time, not less than two (2) weeks prior to the start of the Contract term, prepare and distribute to each and every dwelling unit under the Contract a detailed explanation of the collection program. Prior to distribution, all educational materials must be approved by the Municipality.

4.2 AMENDMENTS

The Successful Bidder shall prepare and distribute to each and every dwelling unit under the contract an explanation of any amendments to the collection program during the term of the contract. Prior to distribution, the description of any amendment must be approved by the Municipality.

4.3 WEB SITE

The Successful Bidder shall post all educational materials referenced in items 4.1 and 4.2 on the website required to be established and maintained in accordance with these specifications.

## **SECTION FIVE BID ALTERNATES**

### **5.1 BULK ITEM COLLECTION SERVICE FREQUENCY**

Bidders are to submit a bid or two bids for the collection of bulk items from each service address. The Municipality is seeking bids for the collection of bulk items on a weekly or monthly basis. Bidders may submit bids for both options but must submit a bid that includes at least one bulk item pick-up option. Bulk item pickup shall be scheduled through a telephonic system provided by the Successful Bidder for customers to notify the Successful Bidder of the need for the service.

The Successful Bidder may also collect additional bulk items, over and above the selected frequency, from Regular Collection Service customers for an additional fee per bulk item (as established in advance by the Successful Bidder).

Bulk items shall include, but are not limited to, furniture, carpeting, mattresses, box springs, appliances, and bundled or boxed goods. Household hazardous wastes, batteries, and tires shall not be considered bulk items. Items containing refrigerants, such as refrigerators, air conditioners, and dehumidifiers, may require special handling. As such, customers may be required to provide the Successful Bidder with advanced notice of said items being placed for collection in accordance with policies established by the Successful Bidder, that are agreeable to the Municipality.

The Successful Bidder shall not be required to remove any item that two (2) men are unable to lift onto a truck. The Successful Bidder shall provide a carry-out service for bulk items to those customers who possess disabilities in accordance with paragraph 2.11.

### **5.2 RECYCLABLE MATERIAL COLLECTION FREQUENCY**

Bidders are to submit a bid or two bids for the collection of recyclables materials from each service address. The Municipality is seeking bids for the collection of recyclables materials on a weekly or bi-weekly basis. Either collection must be scheduled on the same day as the customers' weekly MSW collection day. Bidders may submit bids for both options but must submit a bid that includes at least one recyclable materials collections option.

### **5.3 5-YEAR CONTRACT TERM**

As the base bid Regular Collection Service, a contract term of three (3) years with the option to extend the contract for up to two (2) additional one (1) year periods.

In the event the Municipality chooses to elect the option of a 5-Year Contract Term, the term of this contract shall be a base five (5) years with the option to extend the contract for up to two (2) additional one (1) year periods.

**EXHIBIT A**  
**INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. SS 1611 et seq., governmental agencies may require Non-Collusive 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.

**EXHIBIT A**  
**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_:

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 the 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) (Name of Firm) \_\_\_\_\_, its affiliates, subsidiaries,  
officers, 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 contract, except as follows:

I state that (Name or Firm) \_\_\_\_\_, understands and acknowledges  
that the above representatives are material and important, and will be I relied on by The  
Municipality 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 The Municipality of the true facts relating to the submission of bids for this  
contract.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Name

Notary Public

\_\_\_\_\_

Title

My Commission Expires: \_\_\_\_\_

**EXHIBIT B**  
**BIDDERS QUESTIONNAIRE**

(IMPORTANT- Each bidder must fully and completely fill out and answer this questionnaire. Attach additional sheets if necessary.)

1. Experience in the collection and disposal of garbage, trash, ashes, and rubbish. How many years have you engaged in the business of collecting and disposing of the material?

---

---

2. Please attach a list of municipal contracts that you have had within the last seven (7) years, including the name of the municipality, the date the contract was initiated, the term of the contract, the name of a contact person and the telephone number.

3. Have you ever defaulted on any contract held by you? If so, give details:

---

---

4. Are there any unsatisfied judgments entered against you? If so, give details:

---

---

5. Have you ever been declared to not be a responsible bidder by any municipality? If so, give details:

---

---

6. Have you ever been declared to be in default of a contract by any municipality? If so, give details:

---

---

7. Are you currently engaged in litigation with any municipality? If so, give details:

---

---

8. Give name and address of Surety Company which has agreed to act as surety on your performance bond should the contract be awarded to you:

---

---

9. List below the names and addresses of Surety Companies, which have heretofore bonded you on municipal contracts:

---

---

10. Give address and telephone number of local office. If none now exists, indicate proposed location and name of staff personnel in charge. Also, list office hours and personal phone number of Bidder.

---

---

11. Attach hereto is a full and complete statement, under notarized oath, of financial operating statement for prior year's operation.

The Bidder hereby certifies that the answers to this Questionnaire are true and correct and further agrees that the said answers shall be considered as an integral part of the annexed bid.

---

Date

---

Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2025.

---

Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT C**  
**BID FORM – PAGE #1**

---

**FORM OF PROPOSAL**

Notice: This Form of Proposal must be completely executed and shall not be removed from the Bidding Documents to which it is attached.

MIDDLE PAXTON TOWNSHIP (The Municipality), DAUPHIN COUNTY,  
PENNSYLVANIA

The undersigned, having read and carefully examined the Bidding Documents, hereby proposes to furnish all labor, equipment, and appliances to collect and dispose of all MSW and designated recyclable materials and optional alternative materials (as so elected by the Municipality) generated by residential establishments within the corporate limits of the Municipality for the prices set forth for each item in figures, and pursuant to and in strict and full compliance with the Bidding Documents, hereto annexed and, by this reference, made a part of this Bid for the period of three (3) – unless otherwise elected - years, beginning on the 1st day of October 2025 and ending on September 30, 2028 for Middle Paxton Township.

**Bidder’s proposals shall include all applicable federal, state, and local fees, including any state-mandated recycling, host, and environmental stewardship fees.**

**Should there be a discrepancy between the numbers provided on the Bid Form, then, in all such cases, the per month bid numbers shall be considered binding by the Municipality.**

**The numbers of customers listed on the Bid Form are estimates.**

**SECTION ONE: BASE BID**

**Regular Collection Service, 3 Year** – MSW collection and disposal servicing each dwelling unit in the Municipality with Bidder provided billing and administration:

Year 1 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Year 2 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Year 3 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Optional Extension Years

Year 4 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Year 5 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

**SECTION TWO: COLLECTION OPTIONS**

**Option Bid #1A: Weekly Bulk Item Collection Service, 3 Year** – Manual collection, on a weekly basis, on the same day as the collection of solid waste, one (1) bulk item from each residential establishment that participates in the Regular Collection Service.

Year 1 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Year 2 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Year 3 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Optional Extension Years

Year 4 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Year 5 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

**Option Bid #2A: Monthly Bulk Item Collection Service, 3 Year**- Manual collection, on a monthly basis, on the same day as the collection of solid waste, one (1) bulk item from each residential establishment that participates in the Regular Collection Service.:

Year 1 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Year 2 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Year 3 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Optional Extension Years

Year 4 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

Year 5 \$ \_\_\_\_\_ per month, per customer                      Total Annual Bid Price of \$ \_\_\_\_\_

**BID FORM – PAGE #3**

---

**Option Bid #3A: Weekly Recycling Collection Service, 3 Year** - Designated recyclables collection and disposal on a weekly basis on the same day as the collection of MSW:

Year 1 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 2 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 3 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

Optional Extension Years

Year 4 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 5 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

**Option Bid #4A: Bi-Weekly Recycling Collection Service, 3 Year**- Designated recyclables collection and disposal on an every-other week basis on the same day as the collection of MSW:

Year 1 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 2 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 3 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

Optional Extension Years

Year 4 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 5 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

---

**SECTION THREE: COLLECTION OPTIONS, 5 YEAR TERM**

**Option Bid #1B: Regular Collection Service, 5 Year** – MSW collection and disposal servicing each dwelling unit in the Municipality with Bidder provided billing and administration:

Year 1 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 2 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 3 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 4 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 5 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

**Optional Extension Years**

Year 6 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 7 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

**Option Bid #2B: Weekly Bulk Item Collection Service, 5 Year** – Manual collection, on a weekly basis, on the same day as the collection of solid waste, one (1) bulk item from each residential establishment that participates in the Regular Collection Service:

Year 1 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 2 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 3 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 4 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 5 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

**Optional Extension Years**

Year 6 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 7 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

**BID FORM – PAGE #5**

---

**Option Bid #3B: Monthly Bulk Item Collection Service, 5 Year**- Manual collection, on a monthly basis, on the same day as the collection of solid waste, one (1) bulk item from each residential establishment that participates in the Regular Collection Service.:

Year 1 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 2 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 3 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 4 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 5 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

**Optional Extension Years**

Year 6 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 7 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

**Option Bid #3B: Weekly Recycling Collection Service, 5 Year** - Designated recyclables collection and disposal on a weekly basis on the same day as the collection of MSW:

Year 1 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 2 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 3 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 4 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 5 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

**Optional Extension Years**

Year 6 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____
Year 7 \$ _____ per month, per customer	Total Annual Bid Price of \$ _____

**Option Bid #4B: Bi-Weekly Recycling Collection Service, 5 Year-** Designated recyclables collection and disposal on an every-other week basis on the same day as the collection of MSW:

Year 1 \$ \_\_\_\_\_ per month, per customer  
Year 2 \$ \_\_\_\_\_ per month, per customer  
Year 3 \$ \_\_\_\_\_ per month, per customer  
Year 4 \$ \_\_\_\_\_ per month, per customer  
Year 5 \$ \_\_\_\_\_ per month, per customer

Total Annual Bid Price of \$ \_\_\_\_\_  
Total Annual Bid Price of \$ \_\_\_\_\_  
Total Annual Bid Price of \$ \_\_\_\_\_  
Total Annual Bid Price of \$ \_\_\_\_\_  
Total Annual Bid Price of \$ \_\_\_\_\_

Optional Extension Years

Year 6 \$ \_\_\_\_\_ per month, per customer  
Year 7 \$ \_\_\_\_\_ per month, per customer

Total Annual Bid Price of \$ \_\_\_\_\_  
Total Annual Bid Price of \$ \_\_\_\_\_

**SECTION FOUR: ADDITIONAL BID ITEMS**

**Additional Item #1: Vehicle Fuel Adjustor** – Bid in response to Section 1, Paragraph 1.15.

Bidders are required to state the portion of their total costs that are attributable to vehicle fuel.

Specifically, vehicle fuel makes up \_\_\_\_\_% of the dollar amounts listed above.

Bidders are required to state the number of *Transfer Miles* driven annually to provide service to any of The Municipality - \_\_\_\_\_

**EXHIBIT D  
BIDDER'S AFFIDAVIT**

I, \_\_\_\_\_, being duly sworn, state that I am the  
*(Name Of Person signing Bid)*

\_\_\_\_\_ of \_\_\_\_\_;  
*(Title)* *(Name of Bidder)*

and that I am duly authorized to sign the Bid and that the Bid is the true offer of the Bidder, that the seal attached thereto is the seal of the Bidder, and that each, every and all declarations and statements contained in the Bid and any and all affidavits, and documents submitted as required by the Bidding Documents are true to the best of my knowledge and belief.

\_\_\_\_\_  
*(Affidavit)*

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title

My Commission Expires: \_\_\_\_\_