

# Lower Paxton Township Dauphin County, Pennsylvania

## *Bid Specifications:*

### Recyclables, Collection & Transportation/Disposal

Initial Issue: February 13, 2023

Pre-Submission Conference: March 1, 2023; 2:00 PM

#### Addenda Issued:

#1 – 2/20/2023

#2 – 3/03/2023

**Bids Due: ~~March 20, 2023~~ March 27, 2023**



Lower Paxton Township  
425 Prince Street  
Harrisburg, PA 17109  
Bradley Gotshall,  
Township Manager  
bgotshall@lowerpaxton-pa.gov

**INVITATION TO BIDDERS  
RECYCLABLES COLLECTION AND TRANSPORTATION/DISPOSAL**

**LOWER PAXTON TOWNSHIP**

Sealed bids will be received by Lower Paxton Township (herein after referred to as "The Municipality") until 2:00 p.m. prevailing time, on ~~March 20, 2023~~ March 27, 2023, in the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania, 17109. Bids will be publicly opened and read at 2:00 p.m. this same date, in Room 174 of the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania.

Bids will be received for the following:

**Recyclables Collection and Delivery for the period of July 2, 2023 to July 1, 2026.**

Bidding Documents, including, but not limited to a Form of Proposal, Specifications and General Stipulations and Information for Bidders may be obtained at the Lower Paxton Township Municipal Center Building, 425 Prince Street, Harrisburg, Pennsylvania, from 9:00 a.m. through 4:00 p.m. Monday through Friday or on the Township's website at [www.lowerpaxton-pa.gov](http://www.lowerpaxton-pa.gov).

Each bid must be accompanied by a certified check, treasurer's check or bid bond in the amount of \$250,000.00. If submitting bids on each independent contract (MSW and Recycling), one bid bond in the amount of \$250,000 is sufficient.

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 March 1, 2023 in Room 174 of the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, 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.

Bradley Gotshall  
Township Manager  
Lower Paxton Township

## **ADDENDUM #1 – 02/20/2023**

*Seeking to clarify questions received by the Township from prospective bidders, the following Addendum hereby accompanies the initial Bid Specifications as issued 02/13/2023. All portions of the Bid Specifications inconsistent with this Addendum shall be considered governable by the language as set forth herein.*

1. The due date to receive bids at the Township of Lower Paxton (Section 1.1) shall be extended by a period of 2 weeks. The new bid due date shall be: Monday, March 20, 2023 at 2:00 PM.
2. The pre-submittal conference shall be extended by a period of 1 week. The new conference date shall be: Wednesday, March 1, 2023 at 2:00 PM.
3. Haulers submitting bids on both sets of Bid Specifications (MSW and Leaf Waste, Collection and Disposal; and Recyclables, Collection & Transportation/Disposal) need only submit one set of submittal documents (Including Non-Collusion; Questionnaire; Affidavit; equipment list; company profile; and Qualification of Bidders, section 1.6; etc. This excludes the Bid Form, which must be submitted by each hauler, on each set of Bid Specifications).
4. Regular Collection Service shall provide for monthly billing in arrears to the Township from the Successful Bidder (see Executive Summary, #4).
5. Exhibit C, Bid Form has been replaced in its entirety to reflect clarified language.

## **ADDENDUM #2 – 03/03/2023**

*Seeking to clarify questions received by the Township from prospective bidders, the following Addendum hereby accompanies the initial Bid Specifications as issued 02/13/2023. All portions of the Bid Specifications inconsistent with this Addendum shall be considered governable by the language as set forth herein.*

1. The due date to receive bids at the Township of Lower Paxton (Section 1.1) shall be extended by a period of 1 week. The new bid due date shall be: Monday, March 27, 2023 at 2:00 PM.
2. Bidders shall bid on each item contained within the Bid Form if the hauler provides the responsive service. In the event a hauler has chosen to limit a particular service (e.g. manual collection) – due to economic considerations – to particular contracts or markets, the bidder shall provide on letterhead an explanation to this end in conjunction with any non-responses.

## 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 transportation/disposal of Recyclable materials from residential dwellings (single-family and multi-family of less than four units).

The base bid service ("Regular Recycling 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 three (3) additional one (1) year periods.
2. The weekly curbside collection and transportation/disposal of Recyclables from each residential dwelling unit.
3. The Successful Bidder providing each residential unit with ninety-six (96) gallon "totes", to be owned by the Township.
4. The Municipality administering customer accounts/billing, with the Successful Bidder billing the Municipality once ~~quarterly~~ **monthly in arrears** for all costs associated with this Contract.

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

1. Individual billing services, wherein the Successful Bidder will directly administer each customer (dwelling unit) account/billing.
2. Manual collection (non-automated) system without the distribution of wheeled waste containers to individual dwelling units.
3. A five (5) year contract term with the option to extend the contract for up to three (3) additional one (1) year periods.

Through a separate invitation to bidders, the Township will seek bids on the collection and delivery/disposal of MSW and Leaf Waste. Bidders, if capable, are encouraged to submit proposals to both invitations, for both lines of service. Due to the number of deviations from historical bidding practices of the Township, as contained within these invitations to bid, bidders are encouraged to reach out with questions or requests for interpretation, as well as attend the pre-submission meeting scheduled for ~~February 22, 2023~~ **March 1, 2023 at 2:00 PM.**

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

1.1 RECEIPT OF BIDS

Lower Paxton Township (hereinafter referred to, individually or collectively, as "The Municipality") will accept sealed bids for recyclable materials collection and transportation/disposal services for the period of July 2, 2023 to July 1, 2026.

Sealed bids shall be addressed to The Municipality and marked "Bid on Recycling Services" in accordance with these Bidding Documents and will be received at the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, PA 17109 until 2:00 p.m. prevailing time Monday, March 6, 2023. **The deadline for bidding shall be strictly adhered to by The Municipality, and bids received after 2:00 p.m. on Monday, March 6, 2023 shall 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, February 22, 2023, in Room 174 of the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, PA 17109.** 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 (pages V to VII) included herein and must give the prices proposed, in figures (written in ink or typed) and must be signed by the Bidder with his full name and 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 Lower Paxton Township on behalf of The Municipality 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 recyclable materials collection and transportation/disposal services. 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 to him 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 his 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 2022 fiscal year. The statement should also include any unsatisfied judgments against the Bidder. Should a sworn financial statement for 2022 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 2021 fiscal year and a supplemental or draft report for its 2022 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 recyclable materials. 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 recyclable materials. **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*).

- Attachment No. 1 – a map of The Municipality indicating the current days of collection for specific areas for both solid waste, recyclables, and leaf waste.
- Attachment No. 2 – tonnage reports for The Municipality for the 2022 calendar year.
- Attachment No. 3 – customer list for The Municipality.

#### 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 delivering/disposing of all residential recyclable material 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 recyclable materials collected in The Municipality to any Commonwealth-approved facility(ies) as appropriately determined by the Successful Bidder. All tipping fees, including any increase or decrease in a tipping fee(s) that results from time-to-time at the chosen facility, shall be included in the cost for services to be paid by the Municipality (or customers if so elected through alternate bid) after said increase or decrease in cost has been

confirmed by The Municipality based upon certified tonnage reports for the disposal of recyclable materials.

1.14 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.

1.15 VEHICLE FUEL ADJUSTOR

On July 2, 2024, and annually thereafter, The Successful Bidder may increase and shall 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 254.

Example:

234 – Municipal Road Miles in Lower Paxton Township  
X 2 – both sides of the road  
468  
X 104 - Number of Collections Per Year  
48,672 – Total Collection Miles

+ 6,000 – Transfer Miles (estimate provided for illustrative purposes only)  
 54,672 – Total Miles Driven  
 ÷ 3.5 mpg (as set by the Municipality)  
 15,621 – Total Gallons of Fuel used in a contract year  
 X \$4.00 – On-Highway Diesel Price 6/1/08 (provided for illustrative purposes only)  
 \$62,482 – Beginning Total Cost of Fuel

54,672 – Total Miles Driven  
 ÷ 3.5 mpg  
 15,621 - Total Gallons of Fuel used in a contract year  
 X \$4.50 – On-Highway Diesel Price 6/1/09 (estimate provided for illustrative purposes only)  
 70,295 - Ending Total Cost of Fuel

\$70,295 – Ending Total Cost of Fuel  
 \$62,482 – Beginning Total Cost of Fuel  
 \$7,813  
 ÷ 13,000 – number of customers in year served  
 \$.60  
 ÷ 4 – number of quarters  
 \$.15 - amount of quarterly increase in the cost for services to Lower 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.

1.16 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 15,375 dwelling units in Lower 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 recyclable materials, 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 recyclables from dwelling units as herein defined.

1.17 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 a municipality.

The Municipality may reject any and all bids, as deemed necessary in its best interests. The Municipality may award 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 Recycling Collection Service over the Contract period, including any Alternate bid selected by The Municipality. Regular Recycling Collection Service shall include the cost of weekly recyclables collection, transportation, and delivery/disposal; and the cost of providing and maintenance of ninety-six (96) gallon containers (“totes”) for each dwelling unit. As part of the Regular Recycling Collection Service contract, the Municipality is responsible for customer account administration/billing.

Although the basis of the bid award will be primarily the monthly cost per dwelling unit for the Regular Recycling 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 Recycling Collection Service for the Contract period (2023 – 2026) 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 Recycling Collection Service, in determining the lowest responsible bidder.

#### 1.18 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 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 his proposal. Any and all addenda shall be signed by a bidder and returned as part of the bid proposal.

#### 1.19 BIDDER REQUEST FOR INTERPRETATION

If any prospective bidder is in doubt as to the true meaning of any part of the Bidding Documents, he may submit to the Manager of Lower Paxton Township a written request for an interpretation thereof. Said written requests for interpretation, received not less than seven (7) calendar days prior to the date set forth herein for the opening of bids, shall 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 [bgotshall@lowerpaxton-pa.gov](mailto:bgotshall@lowerpaxton-pa.gov), with copy to [ssmith@lowerpaxton-pa.gov](mailto:ssmith@lowerpaxton-pa.gov).

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.

#### 1.20 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 Lower Paxton Township. No withdrawal of bids shall be allowed after said time, even though bids may not as yet have been opened.

#### 1.21 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.

#### 1.22 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. The Municipality may waive technical defects, if, in its judgment, the best interests of The Municipality shall so require. 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.

#### 1.23 EXECUTION OF CONTRACT

Any Bidder whose bid is accepted shall be required to execute a contract within ten (10) 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 the Treasurer of Lower Paxton Township.

#### 1.24 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, his 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.

#### 1.25 INSURANCE

The Successful Bidder must have the following insurance coverage:

- 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. Public 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, \$1,000,000 each occurrence; and
  - 2. Property Damage Liability: \$1,000,000 each occurrence or Combined Single Limit of \$1,000,000
- 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 certificate holders 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.

#### 1.26 ASSIGNMENT OF CONTRACT

The Successful Bidder shall give personal attention constantly to the faithful performance of the work, shall keep said work under his 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 he 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 his liabilities or obligations under Contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

#### 1.27 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 deduct these penalties from any payments due to, or which may become due to, 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 eight (8) working hours** - two hundred dollars (\$200.00) for each occurrence. For example, a complaint received by the Successful Bidder at 10:00 am on Tuesday must be resolved by 6:00 pm that same day. A complaint received by the Successful Bidder at 4:00 pm on Monday must be resolved by 12:00 pm on Tuesday.
- C. **Missed collections at the same address within a six (6) month period** – four hundred dollars (\$400.00) for the third and subsequent violation 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.



1.27 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 provided in accordance with these specifications shall be made quarterly for the current month and two (2) months in advance by the Successful Bidder, not less than fifteen (15) days before payment is due. 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 and 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).

1.28 CONTRACT TERM AND EXTENSION

The Municipality expects to enter into a contract that possesses a term beginning July 1, 2023 and extends through to July, 2, 2026. 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 three (3) additional years on an individual basis (for a grand total of 6 possible years). 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 his 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 recyclables at the Successful Bidder's facility of choice.

As an alternate bid, this Contract may provide for Regular Recycling Collection Services of a term of five (5) years; both parties may then also mutually agree to extend the Contract period, not more than three (3) additional years on an individual or multi-year basis (for a grand total of 8 possible years).

1.29 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.

1.30 SUCCESSFUL BIDDER TO HAVE TELEPHONE IN OFFICE

The Successful Bidder shall have telephone communication in his 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 5:00 p.m.) Monday through Friday.

1.31 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.

1.32 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 his acts, or the acts of any agent or person of his 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 his employees in accordance with the requirements of paragraph 1.25. The Successful Bidder shall and does hereby defend and save The Municipality harmless from any and all suits for damages which are or can be brought against The Municipality, their officials, and employees, in connection with the Successful Bidder's collection and disposal of MSW materials within The Municipality.

1.33 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.

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

If the work under the Contract shall be abandoned by the Successful Bidder; if the Contract shall be assigned or the work subcontracted by him other than as herein specified; if at any time Lower Paxton Township shall be of the opinion and so certify 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 his 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.

1.35 RECORDS

The Successful Bidder shall provide to The Municipality, on a quarterly basis, written documentation setting the total number of tons of recyclables collected and disposed of from the Township, and the designated facilities that accept recyclable materials 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.

1.36 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 by contacting the municipal contact person as referenced in paragraph 1.43. 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.

#### 1.37 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.

#### 1.38 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.

#### 1.39 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.

#### 1.40 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.

#### 1.41 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.

#### 1.42 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.

1.43 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 Bradley Gotshall, Manager  
Lower Paxton Township  
425 Prince Street  
Harrisburg, PA 17109

1.44 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.

1.45 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.

1.46 ADDITIONAL CONVENANTS

The Successful Bidder hereby represents and warrants to The Municipality that: (i) it has the authority to enter into this Bid; (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.

1.47 CHANGE OF LAW

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 recyclable materials to a governmental entity, over and above those fees currently in effect, the Successful Bidder may 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 quarterly bill of customers. Any increase in costs for services shall be subject to the prior written approval by The Municipality.

**SECTION TWO**  
**RECYCLABLES COLLECTION AND DELIVERY**

**2.1**     SCOPE OF WORK.

The scope of work consists of the collection, transportation, and delivery/disposal of recyclable materials. Such materials shall be removed from single-family and multi-family dwellings containing fewer than four (4) units 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. The Municipality encourages the Successful Bidder to accept any and all recyclable materials that are commonly collected on the open market.

Recyclables shall be collected curbside utilizing an automated collection system consisting of a single operator, that uses vehicles consisting of a mechanical arm to lift and deposit trash or recycling containers. Alternate bids will also be sought for the collection and transportation of recyclables utilizing manual collection methods, without the distribution of wheeled containers.

**2.3**     PREPARATION OF RECYCLABLES

All recyclable materials shall be placed curbside, single stream, into a wheeled container provided by the Successful Bidder and owned by the Township.

**2.4**     METHODS OF COLLECTION

All recyclables shall be removed, loaded in the vehicle, and delivered to a recycling center. Vehicles used for the collection of recyclables shall be separate from those used for MSW and shall be thoroughly cleansed, well-painted, strongly built, and equipped so that recyclable materials will not escape their possession. In addition, the name of the Successful Bidder and his telephone number shall appear on each side of the vehicle in letters of legible size.

**2.5**     TIME WHEN COLLECTIONS SHALL BE MADE

Collection of recyclable materials shall be performed once per week and shall take place on the same day as the collection of MSW in a given area of The Municipality.

**2.6**     HOURS WHEN COLLECTIONS SHALL BE MADE

All collections of recyclables shall be made Monday through Friday, between the hours of 6:00 a.m. and 5:00 p.m., consistent with paragraph 2.5 above. The collection of recyclables shall take place at approximately the same time as the collection of MSW in a given area of The Municipality.

**2.7**     WHEELED CONTAINERS

The Successful Bidder shall supply, during the term of the contract, new ninety-six (96) gallon wheeled containers for recyclable materials to all dwelling units (new construction; and all existing units that do not have a wheeled container due to loss, damage, or wear and tear; and any other dwelling unit that. The cost of the wheeled containers shall be included in the bid for Regular Recycling Collection Service. All wheeled containers, including replacement containers, shall be owned by the Township and shall remain the property of the Township after the contract terminates.

All wheeled containers shall conform to the American National Standards Institute (ANSI) standards. The color of the containers including lids shall be blue. The name and logo of the Township (to be provided to the Successful Bidder in electronic format) as well as the standard recycling logo shall be imprinted on the outside of each wheeled container on both sides of the container. The side of the wheeled container that must face the street for mechanical collection shall be imprinted with the words "This Side to Street" to inform the property owner about proper container placement.

A sixty-five (65) gallon wheeled trash container, instead of the initially issued ninety-six (96) gallon container, shall be made available to any individual resident upon request who does not want, cannot use or manage, or does not produce enough residential solid waste to fill a ninety-six (96) gallon wheeled container each week.

#### 2.8 HANDLING OF CONTAINERS

The Successful Bidder shall take reasonable care in handling of recyclable containers and shall not willfully break, deface, or damage same. After collection, receptacles that contained recyclables 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 his own expense.

#### 2.9 RECYCLABLE MATERIALS TO BE RESPONSIBILITY OF SUCCESSFUL BIDDER.

From the time of placement of recyclable materials at the curb or a similar area for collection, those materials shall be and become the responsibility of the Successful Bidder. It shall be a violation of The Municipality's ordinances for any person(s), not authorized by The Municipality, to collect or pick-up or cause to be collected or picked up any such recyclable material.

#### 2.10 RECYCLABLES COLLECTION AND DELIVERY FOR FACILITIES OF THE MUNICIPALITY.

The Successful Bidder shall provide recyclables collection and delivery, including any dumpsters - or containers, free of charge, to The Municipality at the locations set forth on the next page.

LOWER PAXTON TOWNSHIP

Municipal Center  
425 Prince Street

Kohl Park  
Dowhower Road

Public Works/Sewer Facility  
5975 Locust Lane

Linglestown Fire Company  
5901 Linglestown Road

Brightbill Park  
Carolyn Street

Paxtonia Fire Company  
125 South Johnson Street

Koons Park  
Larue Street

Thomas B. George Jr. Park  
Nyes Road

Friendship Center  
5000 Commons Drive

Colonial Park Fire Company  
433 S. Houcks Road

Paxtonia Fields  
100 N. Nyes Road

Autumn Oaks Park (Pending Twp. Dedication)  
Continental Drive

2.11 DELIVERY OF RECYCLABLES TO DESIGNATED FACILITY.

The Successful Bidder shall deliver all recyclables collected in The Municipality, except Leaf Waste, to the facility as so chosen by the Successful Bidder. The Successful Bidder shall pay no tipping fee to the facility designated to receive and accept recyclables on behalf of The Municipality.

## **SECTION THREE COLLECTION VEHICLES**

### **3.1 RECYCLABLES COLLECTION TRUCKS**

Recyclables shall be collected curbside utilizing an automated collection system consisting of a single operator, that uses vehicles consisting of a mechanical arm to lift and deposit trash or recycling containers. Alternate bids will also be sought for the collection and transportation of recyclables utilizing manual collection methods, without the distribution of wheeled containers.

Trucks for the removal of 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 his 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 recyclable materials. 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 materials 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, Successful Bidder shall comply with the County's manifest procedures for the disposal of waste.

### **3.2 MOTORIZED EQUIPMENT TO BE USED**

Motorized equipment alone shall be used and employed in the performance of the Contract. Such motorized equipment shall be sufficient to service all of the residential collection points within The Municipality as set forth in the Bidding Documents. The Successful Bidder shall be in constant radio or telephone contact with each piece of equipment used in The Municipality from its main office.



## 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 INDIVIDUAL BILLING SERVICE**

As the base bid Regular Recycling Collection Service, the Successful Bidder will bill the Municipality quarterly for all costs associated with the administration of this Contract, as set forth herein.

In the event the Municipality chooses to elect the option of the Individual Billing Service Alternate, the Successful Bidder shall be solely responsible for developing a mechanism to track customers, bill for services, collect payments, and identify in-field all customers who select the Regular Recycling Collection Service.

**5.2 MANUAL COLLECTION SERVICE**

As the base bid Regular Recycling Collection Service, the Successful Bidder will provide for automated collection services utilizing mechanical arm-lift collection vehicles and individual wheeled trash containers.

In the event the Municipality chooses to elect the option of Manual Collection Service, The Successful Bidder shall collect and transport all recyclable materials from all residential units using traditional (manual, non-automated) collection methods and not utilizing an automated collection system.

This alternate bid shall include all other provisions within the Regular Recycling Collection Service except for the Successful Bidder providing Township-owned wheeled containers to each residential unit.

**5.3 5-YEAR CONTRACT TERM**

As the base bid Regular Recycling Collection Service, a contract term of three (3) years with the option to extend the contract for up to three (3) 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 three (3) 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 Antirigging 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 \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
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 recyclables, 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 ten (10) 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 \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

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

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**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.

LOWER PAXTON TOWNSHIPS (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 recyclable materials 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 2nd day of July 2023 and ending on July 1, 2026 for Lower 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.**

**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.**

**BID FORM – PAGE #2**

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**Regular Recycling Collection Service** - recycling collection and disposal, including the delivery of one ninety-six (96) gallon wheeled container to each dwelling unit; based on 15,375 units:

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2023 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2024 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2025 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |

**Optional Extension Years**

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2026 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2027 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2028 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |

**Alternate Bid #1: Regular Recycling Collection Service, 5-Year** - recycling collection and disposal, including the delivery of one ninety-six (96) gallon wheeled container to each dwelling unit; based on 15,375 units:

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2023 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2024 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2025 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2026 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2027 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |

**Optional Extension Years**

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2028 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2029 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2030 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |

**Alternate Bid #2: Individual Billing Service** - the Successful Bidder shall be solely responsible for developing a mechanism to track customers, bill for services, collect payments, and identify in-field all customers who select the Regular Recycling Collection Service. Based on 15,375 units:

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2023 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2024 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2025 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |

**Optional Extension Years**

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2026 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2027 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2028 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |



**BID FORM – PAGE #3**

**Alternate Bid #3: Individual Billing Service, 5-Year** - the Successful Bidder shall be solely responsible for developing a mechanism to track customers, bill for services, collect payments, and identify in-field all customers who select the Regular Recycling Collection Service. Based on 15,375 units:

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2023 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2024 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2025 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2026 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2027 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |

Optional Extension Years

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2028 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2029 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2030 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |

**Alternate Bid #4: Manual Collection Service** - Successful Bidder shall collect and transport all ~~MSW and~~ leaf waste from all residential units using traditional (manual, non-automated) collection methods and not utilizing an automated collection system. Based on 15,375 units:

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2023 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2024 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2025 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |

Optional Extension Years

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2026 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2027 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2028 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |

**Alternate Bid #5: Manual Collection Service, 5-Year** - Successful Bidder shall collect and transport all leaf waste from all residential units using traditional (manual, non-automated) collection methods and not utilizing an automated collection system. Based on 15,375 units:

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2023 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2024 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2025 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2026 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2027 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |

Optional Extension Years

|                                   |                                    |
|-----------------------------------|------------------------------------|
| 2028 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2029 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |
| 2030 \$ _____ per month, per unit | Total Annual Bid Price of \$ _____ |

**SECTION TWO: 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 - \_\_\_\_\_

**Additional Item #2; Dual Contract Discount** – In the event the Township awards both independent contracts (MSW & Recycling) to a single hauler, this discount \_\_\_\_\_% shall be applied against the total annual cost of the combined contracts.

*Example for illustrative purposes only: Regular Collection Service total annual bid price of \$3,000,000 + Leaf Waste Collection Service, Manual total annual bid price of \$20,000 + Weekly Bulk Item Collection Service total annual bid price of \$20,000 + Regular Recycling Collection Service total annual bid price of \$1,000,000 = \$4,040,000 total annual bid for all selected services across both independent contracts (MSW & Recycling). With a 15% Dual Contract Discount bid and applied, brings the total annual bid for all services under a single hauler (2 contracts) to \$3,434,000.*

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

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

**EXHIBIT E**  
**SAMPLE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of, \_\_\_\_\_ 2023 by and between the TOWNSHIP OF LOWER PAXTON, Dauphin County, Pennsylvania, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at 425 Prince Street, Harrisburg, Pennsylvania, herein referred to as "The Municipality."

**AND**

\_\_\_\_\_ a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "Contractor."

**WHEREAS**, The Municipality desires to provide means for the regular and sanitary collection and disposal of municipal recyclable materials produced within its boundaries by residential establishments, as defined in the bid specifications; and

**WHEREAS**, Contractor has submitted a bid to provide said services in accordance with an Invitation to Bid published in the Harrisburg Patriot News, and based further upon the General Stipulations and Information for Bidders, Specifications, Bid Form; and

**WHEREAS**, Contractor has been declared by The Municipality to be the successful bidder.

**NOW, THEREFORE**, in consideration of the mutual promises by and between the parties, all parties intending to be legally bound thereby, it is agreed as follows:

1. The Municipality agrees to grant to Contractor the exclusive right and obligation to collect and dispose of municipal solid waste materials from residential establishments within its boundaries, subject to the conditions and terms hereinafter set forth for a period of three (3) years, commencing on July 2, 2023 and ending July 1, 2026 (**OR AS PER ALTERNATE AWARD OF THE MUNICIPALITY**).
2. Contractor agrees that it will offer Regular Recycling Collection Services (**OR AS PER ALTERNATE AWARD OF THE MUNICIPALITY**) in accordance with the attached documents, at the following prices:  

**(prices to be inserted from bid form as per the award of The Municipality)**
3. The Bidding Documents, including the Invitation to Bidders, General Stipulations and Information for Bidders, Specifications and Bid Form, as well as all documents which were submitted as a part of Contractor's bid submission are marked as Exhibit "A", attached hereto, incorporated herein by reference and made a part hereof. The Contractor agrees to provide the aforementioned documents.

4. Contractors agree to abide and conform to the provisions of the Second Class Township Code, Article VII-Contractors, Act of 1933, May 1, P.L. 103, Article VII, Section 801 et seq., as amended , 53 P.S. 65802 (d) relating to the furnishing of a bond guarantee performance of the Contract. The performance bond shall be in the amount of fifteen percent (15%) of the Total Bid Amount of \_\_\_\_\_ dollars as set forth bid of the Contractor.
5. Contractor agrees to provide The Municipality with Certificates of Insurance evidencing coverages as required by the documents attached hereto. The Municipality shall be listed as a certificate holder and additional insured on all insurance policies required by the documents attached hereto.

**THIS AGREEMENT** constitutes the entire agreement between the parties hereto, and its provisions shall not be modified except in writing agreeable to both parties. The parties to this Agreement intend to be legally bound hereby.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year above written.

ATTEST:

\_\_\_\_\_ (SEAL)      By \_\_\_\_\_  
TOWNSHIP OF LOWER PAXTON

(Contractor) \_\_\_\_\_

ATTEST:

\_\_\_\_\_ (SEAL)      By \_\_\_\_\_