

INVITATION TO BIDDERS FOR  
MUNICIPAL SOLID WASTE COLLECTION AND  
RECYCLABLES COLLECTION AND MARKETING

Sealed bids will be received by the Borough of Paxtang (hereinafter referred to as the "Borough") until 3:00 p.m. prevailing time on Friday, October 17, 2025, in the Paxtang Borough Municipal Building, 3423 Derry Street, Harrisburg, PA 17111. Bids will be publicly opened and read at 3:15 p.m. prevailing time on Friday, October 17, 2025, by the Borough in the Council Chambers of the Paxtang Municipal Building.

Bids will be received for the following: Municipal Solid Waste Collection and Disposal and Recyclables Collection and Marketing Services for a three (3) year period beginning January 1, 2026 and ending December 31, 2029 with two options each for a one year contract extensions, each at the sole discretion of the Borough.

Bidding documents, including, but not limited to, an invitation to bidders including General Stipulations and Information with attachments for Bidders, a Bidder's Affidavit, a Non-Collusion Affidavit, a Form of Proposal and a Form of Contract may be obtained at the Paxtang Borough Municipal Building, 3423 Derry Street, Harrisburg, PA 17111 from 9:00 a.m.-4:00 p.m. Monday – Friday.

Each bid must be accompanied by a certified check, treasurer's check, or a bid bond in the amount of Ten Thousand (\$10,000.) Dollars payable to Paxtang Borough.

The successful bidder shall, within twenty (20) days after notification of award, enter into a written contract ("Contract") with the Borough and give a Bond with Surety Company approved by the Borough authorized to do business in Pennsylvania, in the amount of One Million (\$1,000,000.00) Dollars with suitable, reasonable requirements guaranteeing performance of the Contract.

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 and Bid Bond provided as part of the Bidding Documents.

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

Paxtang Borough

- 2025 -

BOROUGH OF PAXTANG  
CONTRACT DOCUMENTS  
FOR THE COLLECTION  
OF  
GARBAGE, RUBBISH, TRASH AND  
CURBSIDE RECYCLING

Sealed Bids submitted by 3:00 P.M. Friday, October 17, 2025

BID OPENINGS -Friday, October 17, 2025

3:15 P.M. at Borough Council Chambers

PAXTANG MUNICIPAL BUILDING  
3423 Derry Street  
Paxtang, PA 17111  
Telephone: (717) 564-4770

## **CONTRACT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2026, between \_\_\_\_\_ (hereinafter referred to as "Contractor"), party of the first part, and BOROUGH OF PAXTANG, of the Commonwealth of Pennsylvania (hereinafter referred to as "Borough"), party of the second part,

### **WITNESSETH:**

That the Contractor, under, pursuant to and in strict and full compliance with the General Stipulations and Instructions for Bidders, Specifications, and Proposal, all of which by this reference are hereby made a part of this Contract as fully and with the same force and effect as though herein set forth in full, hereby covenants, promises and agrees, to and with the Borough, to furnish all labor, equipment and appliances and to collect and dispose of all garbage, rubbish, and trash in the Borough of Paxtang beginning the first day of January, 2026, and terminating the last day of December, 2028.

IN CONSIDERATION WHEREOF, the borough covenants, promises and agrees to pay to said Contractor for the faithful performance of this Contract the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars for the entire period of \_\_\_\_\_ years(s), said payment to be made in equal monthly installments.

Contractor further covenants, promises and agrees to provide Borough with curbside recycling pursuant to and in strict compliance with the Specifications, which by this reference are hereby made a part of this Contract.

The parties agree that Contractor shall remove all recyclable materials from the Borough and make all reasonable provision for sale of the same. The Contractor shall pay the Borough fifty (50%) percent of all revenues received from the sale of such materials and shall, on a periodic basis to be determined by the Borough Council, submit a report indicating the amount of materials that have been collected under the recycling program.

The Borough may, if it chooses, offer to renew the Contract herein at the same price by so notifying the Contractor in writing at least sixty (60) days prior to the expiration of the Contract; provided that said offer to renew is accepted by the Contractor, in writing, within ten (10) days of the receipt thereof; said acceptance to be accompanied by a Bond for the ensuing years' work otherwise said acceptance to be void.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed the day and year first above written.

WITNESS/ATTEST:

**BOROUGH OF PAXTANG**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

## **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called PRINCIPAL, and \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, a Corporation created and existing under the laws of the State of \_\_\_\_\_, hereinafter called SURETY, are held firmly bound unto the Borough of Paxtang, Dauphin County, Pennsylvania, as the Obligee in the full and just sum of \$\_\_\_\_\_ lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents,

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain bid, dated \_\_\_\_\_, to collect and haul the garbage, rubbish, trash and recycling materials from dwelling units pursuant to the specifications, instructions to bidder, and other related documents constituting the contract documents which are incorporated into the bid by reference, and;

WHEREAS, it is a condition of the contract documents that this bond shall be furnished by the principal to the Obligee, and

WHEREAS, under the contract documents, it is provided *inter alia* that if the principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the principal and the Obligee shall enter into an agreement with respect to the performance of such work (the "Contract"), and the form of Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal well, truly and faithfully shall comply with and shall perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related

to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees and the Engineer and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of their officers, agents and employees may sustain or suffer by reason of the failure of the principal to do so, and if the principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all their officers, agents and employees may incur by reason of any such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_(SEAL)

WITNESS:

\_\_\_\_\_

Surety Company

ATTEST: \_\_\_\_\_

Attorney-in-fact

## **SPECIFICATIONS**

### **FOR THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH, TRASH AND CURBSIDE RECYCLING IN THE BOROUGH OF PAXTANG FOR A PERIOD OF 1, 2, or 3 YEARS FROM JANUARY 1, 2026**

#### **I. WORK TO BE DONE**

The scope of work under this Contract consists of the collection by use of closed unit vehicle and disposal in the manner herein described of all garbage, rubbish, and trash from residential units, including apartments, private dwellings and houses, within the limits of the Borough of Paxtang, Pennsylvania, at present existing. Said work shall also include the curbside collection of recyclables as defined below from apartments, private dwellings and houses, within Paxtang Borough in the manner herein described.

#### **II. GARBAGE DEFINED**

The Term - GARBAGE - Where it occurs in these Specifications means refuse from animal and vegetable matter after it has been prepared or used as food and all refuse, including kitchen and table wastes of animal or vegetable nature such as vegetables, meats, fish, bones, fat and other ordinary kitchen wastes resulting from the preparation of foods.

The Terms - RUBBISH, AND TRASH - shall include broken glass, china, paper, rags, tin, cans, bottles, shoes, woodsy waste, "Christmas Trees", and the like and all other refuse normally incident to the maintenance of a dwelling and which do not fall within the definition of CURBSIDE RECYCLING.

The Term - CURBSIDE RECYCLING - shall consist of the collection and marketing of the following recyclable materials: aluminum, steel and bi-metal cans, plastic, and newsprint. These items shall be removed from all apartments, private dwellings, and houses within the Borough of Paxtang as presently exist. Collection of recyclable materials from building contractors, commercial, institutional, and industrial establishments are not included in this option. Clear and colored glass is collected in special designated containers on the Municipal Parking Lot.

### **III. METHODS OF COLLECTION**

A. Garbage, rubbish and trash - shall be collected in water-tight covered metallic or plastic cans or sealed plastic bags, and rubbish, and trash shall be placed at curbside or edge of road in containers that can be easily and quickly handled by one man.

B. Recyclable materials - clear glass, colored glass, and aluminum, steel, and bi-metal cans and plastic shall be deposited in a container by the parties or persons occupying premises within the Borough of Paxtang. Said container shall be of a capacity of not less than 35 gallons and not more than 95 gallons, and shall have clearly marked thereon a designation that such container has recyclable materials. Containers shall be placed for collection by such parties or persons in the same manner as garbage, rubbish, and trash. Newsprint shall be bundled or placed in a paper container, such as a grocery bag, and set out for recycling on the same basis as other materials described above at the time and in the manner that other recyclables are collected.

### **IV. TIMES GARBAGE, RUBBISH, TRASH AND RECYCLABLE MATERIALS MUST BE COLLECTED**

The collection of garbage, rubbish, trash, and recyclable materials must be made at least once each week. The collection of recyclable materials will be made on the same day as is established for the collection of all other garbage, rubbish, and trash throughout the Borough.

The collection of woody waste must be made at a minimum of twice a month between the months of April and November.



**V. HOURS WHEN COLLECTIONS SHALL BE MADE**

All collections shall be made starting between the hours of 6:00 a.m. and 6:00 p.m. During the summer months, collections may begin as early as 5:00 a.m. in cases of extreme heat.

**VI. TIME WHEN COLLECTIONS SHALL BE MADE**

The collection required under this Contract shall be made on a weekly basis and shall be restricted to either Tuesdays, Wednesdays, or Thursdays. The Contractor, before beginning the collection required under this Contract, shall determine with the approval of the Committee of Sanitation and Health upon what day(s) of the week, being either Tuesday, Wednesday, or Thursday, said collections will be made in various localities. If during the progress of the work the Contractor shall wish to change the day(s) upon which collections are made in any districts, or change the form of or extend any district, he must first secure the approval of the Committee to make such changes. If the regular collection day falls during a holiday week, collection is permitted on Friday as an alternate day.

**VII. COLLECTION CONTAINERS/ TOTERS WITH WHEELS AND RECYCLABLE MATERIALS SHALL BE PROVIDED BY CARRIER**

A. GARBAGE - It will be the duty of every person whose garbage, rubbish, trash and recyclables are collected under these Specifications to use the toters as distributed. All receptacles for garbage, rubbish, trash, and recyclables shall be kept or placed in the property's designated collection space, located in the rear of the house, outside the back door or in the areaways or passageways on street level. No receptacle shall be kept or placed at any time upon fire escapes, balconies, or in cellars, basements, or upon the street, alley, sidewalk or other public places. All such receptacles shall be accessible to the collector at the curb or edge of road on the designated collection area.

B. CURBSIDE RECYCLING - The Contractor may require the receptacle for curbside recycling to be clearly designated by label or other easily recognizable marking as containing recyclable materials.

#### **VIII. HANDLING OF CANS/BAGS**

The collector shall exercise every reasonable care in handling of containers and receptacles and shall not willfully break, deface or injure the same.

#### **IX. INVESTIGATION AND REPORTING OF COMPLAINTS**

It will be the duty of the Committee of Sanitation and Health, or designated borough staff person, to investigate all complaints made of failure on the part of the householder, tenants, or all parties or persons occupying a dwelling within the Borough, and owners of apartment houses to comply with the provisions of the Ordinances requiring the use of regulation receptacles, the placing of said vessels or receptacles for emptying by the Contractor.

#### **X. MATERIALS COLLECTED TO BE PROPERTY OF CONTRACTOR**

The Contractor for the collection and disposal of any material mentioned in these Specifications will become the owner of such material from the time of its collection

#### **XI. SALE OF RECYCLABLE MATERIALS**

*The Contractor shall remove all recyclable materials using suitable equipment for these purposes and shall make provisions for sale of the same. The Contractor shall pay the Borough fifty (50%) percent of all revenues received from the sale of such materials and shall, on a periodic basis to be determined by the Borough Council, submit a report indicating the amount of materials that have been collected under the recycling program.*

## **XII. EXCLUSIVE RIGHT TO SUCCESSFUL BIDDER**

The exclusive right and privilege of collecting, removing and disposing of all garbage, rubbish, trash, and recyclable materials in the Borough of Paxtang, as aforesaid, will be given to the successful bidder under the Contract entered into between the Borough and successful bidder. The Borough agrees on its part to prevent as far as lawful any person other than the Contractor from gathering, hauling, removing or carrying any garbage or recyclable materials within the Borough limits, which by these Specification the Contract is required to dispose of.

## **XIII. BLOCKAGE OF STREETS, BY ICE, SNOW, ETC.**

If streets or other public alleys, or avenues are blocked by ice, snow, or any other cause, the contractor is required to have the garbage or recyclable materials carried to the vehicles on the streets that can be traveled.

## **XIV. CONTRACTOR TO HAVE TELEPHONE IN HOUSE AND OFFICE**

Contractor shall have telephone communication in his own name with his house and office or plant properly listed, in a telephone directory. In the case of a corporate Contractor, one individual shall be designated by Contractor as the contact person. Said person shall be available by telephone communication at all reasonable times. Contractor shall provide the office and private telephone number of the contact person to the Borough.

## **XV. INSPECTION OF GARBAGE TRUCKS**

The Contractor will be required to present his carts or truck for inspection within the Borough limits at such time and place as may be designated by the Committee of Sanitation and Health.

## **XVI. OBSERVANCE OF LAWS AND ORDINANCES**

Contractor shall observe and comply with all ordinances, laws, rules and regulations of the Borough, the Commonwealth of Pennsylvania and the United States, including but not limited to the 2004 Dauphin County Municipal Waste Management Plan and as hereafter amended and revised.

## **XVII. WORKMEN'S COMPENSATION**

The Contractor shall comply with the provisions of the Pennsylvania Workmen's Compensation Act and any supplements or amendments thereto relative to Workmen's Compensation Insurance, and shall furnish proof to the Borough that he has accepted the provisions of said Act and either insured his liability thereunder or secured exemption therefrom.

## **XVIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$1,000,000.00 (one million dollars) for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than \$2,000,000.00 (two million dollars) on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00 (one million dollars). The Contractor shall furnish the Borough with satisfactory proof of carriage of the insurance required.

## **XIX. MODIFICATION OF CONTRACT**

This Contract and Specifications herein contained may be modified and changed from time to time, as may previously be agreed upon in writing, between the Parties hereto.

## **XX. CONDITIONS UNDER WHICH DEDUCTION TO BE MADE FOR VIOLATION OF CONTRACT AND CONTRACT MAY BE CANCELED OR TERMINATED BY THE BOROUGH COUNCIL**

The Committee of Sanitation and Health shall have the right to deduct from the monthly payment made to the Contractor the following amounts as liquidated damages for the following violations of this Contract:

	<u>Description</u>	<u>Amount</u>
1.	<u>Garbage not collected when scheduled,</u> <u>per house</u>	<u>\$15.00</u>
2.	<u>Each Complaint not attended to</u>	<u>\$25.00</u>

The question of deduction shall be decided by the Committee of Sanitation and Health subject to an appeal to the Borough Council by Contractor in writing within twenty (20) days after the deduction is made from the monthly installment. The decision of the Borough Council on the question of the deduction shall be final, binding and conclusive on the Contractor.

If the work under this Contract shall be abandoned by the Contractor, or if at any time the Borough Council shall be of the opinion, and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the Contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this Contract, or the Specifications thereof; or is executing the same in bad faith, or not in accordance with the terms thereof, the Borough Council may cancel and terminate this Contract by a written notice, to be served upon the Contractor either personally or by leaving it at his residence or office.

## **XXI. CONTRACT AND BOND**

The successful bidder shall, within ten (10) days after notification of award, enter into a written contract with the Borough of Paxtang and shall also give to it a bond with an approved surety company authorized to do business in the State of Pennsylvania, in the amount of fifty (50%) percent of the Contract price conditioned that he shall comply in all respects with the terms and conditions of the Contract, and his obligations thereunder, including the Specifications, and shall indemnify and save harmless said Borough of Paxtang against or from all costs, expenses, damages, injuries or losses to which the said Borough of Paxtang may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence or default upon the part of the Contractor, his agents or employees in or about the execution or performance of the Contract, including said Specifications and shall save and keep harmless said Borough of Paxtang against and from all claims or losses to it from any cause whatever, in the matter of completing said Contract.

### **ADDENDUM #1**

#### **Bulk Item Pick-Up Service**

The bid will include weekly bulk item pick-up service to those customers receiving regular service. Customers will be allowed to place at curb-side (1) bulk item per week which will be the responsibility of the contractor for collection and disposal. This service shall be provided to remove items too large or bulky, including white goods, to be removed by regular pickup crews and may include up to four (4) standard tires (without rims). Customers will be limited to eight (8) standard tires per year.

#### **Bid Options**

Each bidder shall bid, as an option an additional monthly charge for the option set forth herein after:

### **Trash Toter and Recyclable Toter to be Provided by Successful Bidder**

Option A, if accepted by Borough, would require the Successful Bidder to provide initial free trash toters up to handle the capacity of MSW allowed each residential unit each week and an initial free recyclable toter of adequate capacity to each residential unit in the Borough. The trash toter would meet Paxtang Codified Ordinance Requirements. The toter must be on wheels, have an attached cover/lid, and would be of a uniform color with the identification of the Borough of Paxtang imprinted thereon and approved in advance by the Borough. Under this Option, Option A the alternate price per month to the Borough which would include the initial trash toters to each residential unit must be listed.

### **INSTRUCTIONS TO BIDDERS**

1. This bid is based on Six Hundred and Ninety Eight (698) dwelling units. Should the number of dwelling units change, the payments made under the contract will be adjusted prospectively.  
Signed and sealed bids should be gross price for one, two or three years, beginning January 1, 2026. Bidders may bid on any or all years.
2. The Borough reserves the right to accept the lowest bid from a responsible bidder for either one, two or three years, even though a lower bid may be submitted for a lesser number of years.
3. For each period for which a signed and sealed bid is submitted (one, two or three years) bidders must provide gross price for collection and hauling of garbage, rubbish, trash and curbside recycling in accordance with contract specifications and instructions to bidders.
4. Prior contractual experience of any bidder with the Borough, where applicable, shall be considered in the award of the bid.
5. Bidders shall furnish separate and distinguishable bids for both the base contract and Addendum #1 (dealing with the collection of bulk items).

6. The Borough of Paxtang reserves the right to waive any informalities and/or to reject any and all bids.



**BID FORM FOR THE COLLECTION AND HAULING OF**  
**GARBAGE, RUBBISH, TRASH AND**  
**CURBSIDE RECYCLING**

\_\_\_\_\_ hereby submits the following bid(s)  
for the collection and hauling of garbage, rubbish, trash and curbside recycling in the Borough of  
Paxtang in accordance with contract specifications and instructions to bidders. This bid is a gross  
bid including but not limited to collection, hauling, permits, disposal fees, et cetera.

1. For the period January 1, 2026, to December 31, 2028,

\$\_\_\_\_\_.

2. For the period January 1, 2029, to December 31, 2029,

\$\_\_\_\_\_.

3. For the period January 1, 2030, to December 31, 2030,

\$\_\_\_\_\_.

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

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto Borough of Paxtang, Dauphin County, in the Commonwealth of Pennsylvania, in the just and full sum of **Ten Thousand and 00/100 (\$10,000.00) Dollars**, lawful money of the United States of America, to be paid to Paxtang Borough its certain attorney or assigns; to which payment, well and truly to be made, we do bind ourselves, our heirs, personal representatives, successors and assignees, and each of them joints and severally, firmly by these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WHEREAS, the said Principal is herewith submitting to Borough of Paxtang a bid to be contracted to collect Municipal Solid Waste, Recyclables and Marketing in the Borough of Paxtang pursuant to ordinances, resolutions, specifications and all Contract Documents incorporated into said proposal by reference; and it is a condition of Borough of Paxtang's receipt and consideration of said bid that the Bid be accompanied by a Bid Bond securing the performance of the following obligations prior to the start-date of the Contract:

- Furnish a Performance Bond
- Furnish to the Borough certificates of insurance
- Execute in a timely manner the Contract Award Document

THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal shall furnish a performance bond and insurance certificates to Paxtang Borough within ten (10) days of the award of the contract to Principal, and shall execute the Contract Award Document in a timely manner, then this obligation shall be void, but otherwise it shall remain in full force, and the Principal and Surety will pay to the borough of Paxtang the above sum.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Name of Corporation)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

Witness or Attest: \_\_\_\_\_

\_\_\_\_\_  
(Corporation Surety)

\_\_\_\_\_  
(Name of Corporation)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporation Seal)

\*\* Attach an appropriate power of attorney, dated the same date as the Bond, evidencing the authority of the Attorney-in-Fact on behalf of the Corporation.

**BIDDER'S AFFIDAVIT**

I, \_\_\_\_\_, being duly sworn, state that I am the  
\_\_\_\_\_ of \_\_\_\_\_; 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 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.

\_\_\_\_\_  
(Affiant)

Subscribed and Sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

## NON-COLLUSION AFFIDAVIT

Contract/Bid/Proposal: **Borough of Paxtang Garbage, Rubbish, Trash and Curbside Recycling**

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 this bid, and neither the approximate prices(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, 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 in any public contract, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_

I state that \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by the Borough of Paxtang 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 Borough of Paxtang of the truth relating to the submission of bids for this contract.

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

Signature: \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20 \_\_\_\_

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

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

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all of persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In 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 may result in disqualification of the bid.
7. A bidder's statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a bid from or awarding a contract to that bidder, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.