

**TOWNSHIP OF MIDDLETOWN
BUCKS COUNTY, PENNSYLVANIA
3 Municipal Way
Langhorne, PA 19047**

**Request for Proposals for Collection, Transportation and Disposal of Residential
Solid Waste, Recyclables and Yard Waste in the Township of Middletown**

May 12, 2024

Bids must be submitted by 11:00 AM (EST) on Friday, June 14, 2024.

**An optional pre-bid meeting will be held at 10:30 AM (EST) the Middletown Township
Municipal Center on Wednesday, May 29, 2024.**

Questions are due via PennBid no later than 11:00 AM (EST) on Monday, June 3, 2024.

Contract expected to be awarded on or around August 2024.

PROJECT OVERVIEW

The Township of Middletown, Bucks County, Pennsylvania is seeking bidders to submit proposals for the collection, transportation and disposal of household solid waste, recyclable materials and yard waste for a period of five (5) years commencing January 1, 2025, within the Township of Middletown, Bucks County, Pennsylvania.

Bidders are to review all documents herein attached and appended, as well as Chapter 418, Solid Waste Management and Recycling of the Middletown Township Code available in Appendix "D". **All bids must be submitted by 11:00AM (EST) on Friday, June 14, 2024.** All documents requiring action or supply of additional information are required to create a valid bid. Incomplete bids may be disqualified at the discretion of the Township.

An optional pre-bid meeting will be held on Wednesday, May 29, 2024, at 10:30 AM (EST). The meeting will be held at the office of the Township Manager in the Middletown Municipal Center, 3 Municipal Way, Langhorne, PA 19047.

This project will be administered exclusively through PennBid, which can be accessed at <https://pennbid.net>. All questions about and submissions for this project must be submitted through this website. Correspondence and bids submitted via email, mail, fax, phone, or other means are not permissible and will be considered invalid.

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Township of Middletown, Bucks County, Pennsylvania**

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Legal Advertisement
**Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

ADVERTISEMENT FOR BIDS

Notice is hereby given that online sealed bids will be received by Middletown Township, Bucks County, PA will receive proposals for the furnishing of all labor, materials, and equipment necessary for the COLLECTION, TRANSPORTAION, AND DISPOSAL OF RESIDENTIAL SOLID WASTE, RECYCLABLES, AND YARD WASTE from all residential properties within Middletown Township.

Proposals may be submitted and updated online until 11:00 AM (EST), on Friday, June 14, 2024. All documents and solicitation details are available at no cost, anytime at <https://pennbid.net> Click on the "Solicitations" then "View" tabs.

An optional pre-bid meeting will be held at the Office of the Township Manager, Middletown Municipal Center, 3 Municipal Way, Langhorne, PA on Wednesday, May 29, 2024 at 10:30 a.m.

Bids must be accompanied by a certified check or bid bond, in the amount of Ten Thousand Dollars (\$10,000), made payable to Middletown Township. All bids must be accompanied by a Surety's Consent. The successful bidder shall be bound to furnish and pay for a Performance Bond and a Labor & Material Payment Bond in an amount equal to one hundred percent (100%) of the contract price for the first year of the performance period.

Dawn Quirple, Secretary

Ad Dates: May 12, 2024, and May 19, 2024

Post

Detailed Specifications
**Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

1.0 Township Background

Middletown Township is located in lower Bucks County in southeastern Pennsylvania, just northeast of the City of Philadelphia, and encompasses significant portions of the Langhorne and Levittown areas. Middletown Township is a second-class township governed by five elected Supervisors under a council-manager form of government. The Township operates with a \$42 million annual budget and serves over 46,000 residents. It is the third-largest municipality in Bucks County and the eighth-largest municipality in suburban Philadelphia. The Township is home to several schools in the Neshaminy School District, the county's largest mall (Oxford Valley Mall), St. Mary Medical Center and Sesame Place Theme Park.

2.0 Scope of Services

The services to be performed and provided consist of the collection, transportation and disposal of solid waste and collection, transportation and disposal of recyclable materials, yard waste and bulk items from each residential unit within the Township of Middletown in Bucks County Pennsylvania to a DEP permitted disposal site. For the purposes of bidding in response to this invitation to bid, **12,232** residential housing units (as of April 1, 2024) are to be provided with these services.

3.0 Description of Bids Requested

The Township is seeking a variety of collection options from bidders. These options cover varying methods and frequency of collection. **Bidders will be required to submit proposals for all options herein described:**

3.1 Base Bid – Bid a five (5) year contract – Manual Twice a Week Collection – Bulk Once a Week

Curbside collection of residential **solid waste from 12,232 properties twice a week**, with one-half of the Township collected on Mondays and Thursdays, and the other half of the Township collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, collection of **one bulk item once a week**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Households provide up to 35-gallon trash and recycling containers.

3.2 Alternate #1 – Bid a five (5) year contract – Manual Twice a Week Collection – Bulk Once a Month

Curbside collection of residential **solid waste from 12,232 properties twice a week**, with one-half of the Township collected on Mondays and Thursdays, and the other half of the Township collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, collection of **up to two bulk items once a month**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Households provide up to 35-gallon trash and recycling containers.

3.3 Alternate #2 - Bid a five (5) year contract – Automated Once a Week Collection – Bulk Once a Week – Contractor Owned Carts

Curbside collection of **11,688** residential properties **solid waste once a week**, with one-half of the Township collected on Mondays and Thursdays, and the other half of the Township collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **one bulk item once a week**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system. A map showing the location of these 544 residential properties is included as Appendix K.

3.4 Alternate #3 - Bid a five (5) year contract – Automated Once a Week Collection - Bulk Once a Month – Contractor Owned Carts

Curbside collection of **11,688** residential properties **solid waste once a week**, with one-half of the Township collected on Mondays and Thursdays, and the other half of the Township collected on Tuesdays and Fridays, and the other half of the Township collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **up to two bulk items once a month**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system. A map showing the location of these 544 residential properties is included as Appendix K.

3.5 Alternate #4 - Bid a five (5) year contract – Automated Once a Week Collection – Bulk Once a Week – Township Owned Carts

Curbside collection of **11,688** residential properties **solid waste once a week**, with one-half of the Township collected on Mondays and Thursdays, and the other half of the Township

collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **one bulk item once a week**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Township to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system. A map showing the location of these 544 residential properties is included as Appendix K.

3.6 Alternate #5 - Bid a five (5) year contract – Automated Once a Week Collection – Bulk Once a Month – Township Owned Carts

Curbside collection of **11,688** residential properties **solid waste once a week**, with one-half of the Township collected on Mondays and Thursdays, and the other half of the Township collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **up to two bulk items once a month**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Township to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system. A map showing the location of these 544 residential properties is included as Appendix K.

3.7 Alternate #6 - Bid a five (5) year contract – Automated Twice a Week Collection – Bulk Once a Week – Contractor Owned Carts

Curbside collection of **11,688** residential properties **solid waste once a week**, with one-half of the Township collected on Mondays and Thursdays and the other half of the Township collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **one bulk item once a week**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder

will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system. A map showing the location of these 544 residential properties is included as Appendix K.

3.8 Alternate #7 - Bid a five (5) year contract – Automated Twice a Week Collection - Bulk Once a Month – Contractor Owned Carts

Curbside collection of **11,688** residential properties **solid waste once a week**, with one-half of the Township collected on Mondays and Thursdays, and the other half of the Township collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **up to two bulk items once a month**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system. A map showing the location of these 544 residential properties is included as Appendix K.

3.9 Alternate #8 - Bid a five (5) year contract – Automated Twice a Week Collection – Bulk Once a Week – Township Owned Carts

Curbside collection of **11,688** residential properties **solid waste once a week**, with one-half of the Township collected on Mondays and Thursdays, and the other half of the Township collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **one bulk item once a week**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Township to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an

automated collection system. A map showing the location of these 544 residential properties is included as Appendix K.

3.10 Alternate #9 - Bid a five (5) year contract – Automated Twice a Week Collection – Bulk Once a Month – Township Owned Carts

Curbside collection of **11,688** residential properties **solid waste once a week**, with one-half of the Township collected on Mondays and Thursdays, and the other half of the Township collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **up to two bulk items once a month**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Township to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system. A map showing the location of these 544 residential properties is included as Appendix K.

3.11 For any alternate bid with automated collection (Alternates #2 - #9):

A second ninety-six (96) gallon wheeled trash container shall be made available to any individual residential property owner upon request. Each residential property owner requesting a second ninety-six (96) gallon wheeled container shall be responsible for the cost of the container. The Successful Bidder shall invoice the resident directly for the cost of the second container.

A sixty-five (65) gallon wheeled trash container, instead of the initially issued ninety-six (96) gallon wheeled trash 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.

4.0 Definitions

4.1 Aluminum shall mean empty all-aluminum beverage and food containers.

4.2 Ashes shall mean the residue resulting from the burning of wood, coal, or other combustible material. This definition excludes ashes resulting from industrial processes.

4.3 Authorized Collector shall mean a person, individual, partnership, or corporation or employer or agent thereof authorized by contract with the municipality to collect solid waste from residential properties as herein defined under the terms and conditions of the Article. In the event of municipal collection, this definition shall include the governing body and employees thereof.

- 4.4** Bimetallic Containers shall mean empty food or beverage containers consisting of ferrous sides and bottoms and aluminum tops.
- 4.5** Bulk Waste shall mean large items or refuse, including, but not limited to, appliances (except Freon-containing appliances) and furniture, which require collection in other than conventional compactor refuse collection vehicles.
- 4.6** Cart shall mean any metal or plastic container which may be mechanically lifted and emptied into the collection vehicle.
- 4.7** Collection: Automated Collection shall mean the method of waste collection consisting of vehicle or machine-assistance as opposed to manual labor. Manual Collection shall mean the method of waste collection consisting of manual labor picking up containers and disposing contents into a collection vehicle.
- 4.8** Commercial Properties shall mean all properties used for industrial or commercial purposes. Multiple-dwelling residential buildings containing more than four (4) dwelling units shall be treated as commercial properties.
- 4.9** Community Activity shall mean all events that are sponsored by public or private agencies or individuals, that include, but are not limited to, fairs, bazaars, socials, picnics, and organized sporting events attended by 200 or more individuals per day.
- 4.10** Composting shall mean a controlled microbial degradation of organic waste to produce a relatively nuisance-free product of potential value as a soil conditioner.
- 4.11** Composting Plant shall mean a facility used for composting.
- 4.12** Container shall mean a receptacle constructed of metal or plastic and used for the storage of residential solid waste and recyclables.
- 4.13** Coordinator shall mean the individual designated by the governing body to be responsible for solid waste management within the municipality.
- 4.14** Corrugated Paper shall mean the structural paper material with an inner core shaped in ridged parallel furrows and ridges.
- 4.15** Covered Electronic Devices shall mean desktop computers, laptop computers, computer monitors, computer peripherals, televisions, tablets, e-readers, and other similar devices, as set forth in the Covered Device Recycling Act, 35 P.S. § 6031.101, et. seq.
- 4.16** Curbside Recycling Collection shall mean the scheduled collection and transport of recyclable material placed at the curb line by residents subject to the Middletown Township Recycling Ordinance.
- 4.17** Disposal shall mean the deposition, injection, dumping, spilling, leaking, or placing of Solid Waste into or onto the land or water in a manner that the Solid Waste or a constituent of the Solid Waste enters the environment, is emitted into the air, or is discharged to the waters of the Commonwealth. Disposal facilities include, but are not limited to, municipal

waste landfills and construction/demolition waste landfills as defined by the following: Act 101; Act 07; and PA DEP rules and regulations, as set forth at 25 P.S. §§ 75 and 272.

- 4.18** Disposal Site or Facility shall mean a site, location, tract of land, area, or premises used or intended to be used for solid waste disposal. Disposal sites or facilities include, but are not limited to, solid waste landfills and construction/demolition waste landfills.
- 4.19** Dump shall mean a site for the consolidation of waste from one or more sources, which has little or no management.
- 4.20** Dwelling shall mean a room or group of rooms located within a building and forming a single, habitable unit with facilities used or intended to be used for living, sleeping, cooking, and eating by one family.
- 4.21** Family shall mean one (1) person, or two (2) or more persons related by blood, foster relationship, marriage, or adoption, and in addition, any domestic persons who need not be so related, and in addition, domestic servants or gratuitous guests thereof, who are living together in a single, non-profit dwelling unit and maintaining a common household with single cooking facilities. A roomer, boarder, or lodger shall not be considered a member of the family.
- 4.22** Farm Property shall mean a parcel or parcels of land devoted primarily to agriculture, either to raising crops, livestock, poultry or pasture.
- 4.23** Ferrous Containers shall mean empty steel or "tin" food or beverage containers.
- 4.24** Garbage (Food Waste) shall mean animal and vegetable waste resulting from the handling, preparation, cooking, and serving of goods. It does not include wastes from industrial processing or manufacturing of food products, bodies of dead animals, or human or animal excrement.
- 4.25** Glass Containers shall mean bottles and jars made of clear, green, or brown glass. Expressly excluded are non-container glass, plate glass, blue glass, and porcelain and ceramic products.
- 4.26** Governing Body shall mean the elected officials of the municipality.
- 4.27** Hazardous Waste shall mean solid waste that is essentially harmful or potentially harmful to public health as defined in the Pennsylvania Solid Waste Management Act (Act 97). This shall include, but not be limited to, explosives, toxic materials, and medical waste. For purposes of this agreement, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner (e.g. aerosol cans, pesticides, fertilizers, etc.).
- 4.28** High-Grade Office Paper shall mean all white paper, bond paper, and computer paper used in commercial, institutional, and municipal establishments.
- 4.29** Incinerator shall mean any device used for the burning of solid waste where the factors of combustion (i.e., temperature, retention time, turbulence, and combustion air) can adequately be controlled.

- 4.30** Institutional Properties shall mean those properties that house or serve groups of people (e.g., hospitals, schools, nursing homes).
- 4.31** Licensed Collector shall mean a person, firm, partnership, corporation, or public agency that has written authorization from the Pennsylvania Department of Environmental Protection (“PA DEP”) under The Pennsylvania Waste Transportation Safety Act of 2002, 62 P.S. § 6201, et. seq., to collect, haul, transport, and dispose of municipal waste.
- 4.32** Magazines and Periodicals shall mean printed matter containing miscellaneous written pieces published at fixed or varying intervals, including catalogs and phone books. Expressly excluded, however, are all other paper products of any nature whatsoever.
- 4.33** Municipality shall mean the Township of Middletown, Bucks County, Pennsylvania.
- 4.34** Municipality Property shall mean any and all real property owned, leased, or under the operation or control of the Municipality.
- 4.35** Newsprint shall mean paper of the type commonly referred to as newspaper and distributed at fixed or varying intervals, having printed thereon news and opinions, containing advertisements and other matters of public interest. Expressly excluded, however, are newspapers which have been soiled and all other paper products of any nature whatsoever.
- 4.36** Operator shall mean any person who manages any solid waste storage, transfer, processing, or disposal operation.
- 4.37** PA DEP shall mean the Pennsylvania Department of Environmental Protection.
- 4.38** Person shall mean any individual, firm, partnership, association, corporation, institution, or other entity.
- 4.39** Plastic shall mean empty plastic food and beverage containers. Due to the large variety of types of plastic, the recycling regulations may stipulate specific types of plastic which may be recycled.
- 4.40** Private Collector shall mean a Collector licensed by the municipality to provide collection services to commercial or institutional properties on a private contract basis.
- 4.41** Processing shall mean any technology used for the purpose of reducing the volume or bulk of Solid Waste or any technology used to convert part or all of such materials for off-site reuse. Processing facilities include, but are not limited to, transfer facilities, recycling facilities, composting facilities, and resource-recovery facilities.
- 4.42** Recyclable Materials, also known as recyclables, shall mean those materials specified by the municipality for separate collection in accordance with recycling regulations. Such materials may include, but not be limited to, clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, junk mail, newsprint, magazines and periodicals, corrugated paper, cardboard and plastics.

- 4.43** Recycling shall mean the separation, collection, processing, recovery, and sale or reuse of metals, glass, paper, plastics, and other materials which would otherwise be disposed of as solid waste.
- 4.44** Refuse shall mean all solid wastes, except body waste, and shall include, but is not limited to, garbage, ashes, bulk waste, and rubbish; except that refuse shall specifically exclude hazardous waste, recyclables, and yard waste.
- 4.45** Residential Property shall mean properties used as dwellings, including buildings having up to four (4) dwelling units in one (1) building. Multiple-dwelling residential buildings containing more than four (4) dwelling units shall be treated as commercial properties.
- 4.46** Residential Solid Waste shall mean garbage, refuse, bulk waste, and other discarded solid materials including, but not limited to, thirty-five (35) gallons per week of building materials, such as sheet rock and lumber, which is generated from normal maintenance of a residential property.
- 4.47** Residue shall mean solid materials remaining after burning, including, but not limited to, ashes, metals, glass, ceramics, and unburned organic substances.
- 4.48** Rubbish shall mean solid waste exclusive of garbage (e.g., non-recyclable glass, metal, paper, or plastic) and non-compostable plant material, wood, or non-putrescible solid waste.
- 4.49** Salvage Operation shall mean any business, trade, or industry engaged in whole or in part in salvaging or reclaiming any product or material, including, but not limited to, automobiles, metals, chemicals, shipping containers, or drums.
- 4.50** Salvaging shall mean the controlled removal of reusable materials at a salvage operation.
- 4.51** Sanitary Landfill shall mean a Pennsylvania Department of Environmental Resources approved method of disposing of refuse on land without creating nuisances or hazards to the public health or safety.
- 4.52** Scavenging shall mean uncontrolled or unauthorized removal of solid waste materials or recyclables.
- 4.53** Solid Waste shall mean garbage, refuse, and other discarded solid materials, including, but not limited to, solid waste materials resulting from industrial, commercial, and agricultural operation, and from community activities. Liquids, semi-solids, and contained gaseous materials are hereby defined as solid waste. It shall not include solid or dissolved material in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents, dissolved materials in irrigation return flows, or other common water pollutants. In addition, it shall not include hazardous waste.
- 4.54** Solid Waste Management shall mean the purposeful, systematic control of the storage, collection, transportation, processing, and disposal of solid waste and recyclables.
- 4.55** Steel shall mean steel scrap or empty ferrous or "tin" food or beverage containers.

- 4.56** Township Manager shall mean the duly appointed Township Manager of the Township of Middletown, Bucks County, Pennsylvania.
- 4.57** Transfer Station shall mean a fixed facility used for receiving refuse from collection trucks and placing it in large-volume, long-haul vehicles.
- 4.58** Wheeled Container shall mean a ninety (96) gallon capacity plastic mobile cart with molded wheels, plastic lid with Snap On hinge, steel pick up bar and molded-in handle for easy movement of the cart by householders. The container shall be designed so that the wheels and/or lid may be easily replaced without the need to replace the entire container.
- 4.59** Yard Waste shall mean prunings, grass clippings, weeds, leaves, and general yard and garden wastes.

5.0 Examination of the Township

Bidders shall be, and hereby are, directed to inspect the entire Township of Middletown so that they might make their own judgment with respect to all the circumstances affecting the cost of the services in question and the nature of the work to be performed. The bidders shall assume all risks, whether or not patent, latent, hidden, or foreseeable, in connection with the aforesaid.

6.0 Specifications and Documents

Bidders are advised to carefully examine the documents and specifications describing the proposed work and make their own independent judgment with respect to the circumstances affecting the cost of the work and the performance required.

7.0 Collections

- 7.1** Schedule and Time: The Contractor shall collect residential solid waste, recyclables, and yard waste, as defined herein, throughout the Township on routes and schedules approved by the Township Manager. If two times per week collection is in force, recyclables are collected on the first collection day. If one time per week collection is in force, recyclables are to be collected on the same day as solid waste.

7.2 Holidays:

- 7.2.1** The following holidays are designated as requiring no pickups:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

- 7.2.2** If manual collection is in force, residences not picked up due to the above listed holiday schedule, will have their trash collected on the next scheduled collection day and will be permitted to place up to 20 containers out for collection. Residences scheduled for yard waste and recyclables collection on a holiday shall have collection service on the day following the holiday.
- 7.2.3** If automated collection is in force, Collection will occur on the day following any holiday falling on a Monday, Tuesday, Wednesday, or Thursday. For holidays falling on a Friday, collection will occur on the preceding Thursday (the day before the Friday holiday).
- 7.3** Collection Hours: Collections shall be made, commencing at 6:00 a.m. prevailing time and shall be continuously pursued until the routes are completed. Any deviation from this schedule should be reported to the Township Manager or his/her designee.
- 7.4** Routes: Trucks shall always follow the same route, not to be changed except upon approval of the Township Manager, so that service to residents will be at a reasonable, uniform pattern. All routes, schedules, and traffic of trucks upon streets and highways shall be subject to approval of the Township Manager or his/her designee. Contractor is responsible to ensure that the proper size truck is used on all routes so as not to damage residential properties.
- 7.4.1** Any change of collection routes is subject to the approval of the Township Manager or his/her designee.
- 7.5** Preparation of Material for Collection: Solid waste shall be placed in a proper plastic or metal receptacle with a close fitting lid or a 96-gallon wheeled cart depending on the bid award. For manual collection, solid waste that is too bulky to be placed in a proper receptacle must be disassembled, broken, or cut up as much as practicable. All such rubbish shall be of such size that the longest dimension thereof shall not exceed four (4) feet, and the volume thereof shall not exceed twelve (12) cubic feet, and the total weight thereof shall not exceed fifty (50) pounds to prevent any scattering while the same is being handled by the Collector or awaiting collection. For automated collection, solid waste must be contained within the supplied 96-gallon wheeled cart.
- 7.5.1** Recyclables shall be kept separate from solid waste. All recyclable materials shall be placed together in a container specifically labeled for recycling or in a 96-gallon wheeled cart depending on the bid award. Containers shall be placed at the curb for collection.
- 7.5.2** Yard waste shall be collected in containers and/or biodegradable paper bags of the type approved by the Township. The Contractor shall not collect yard waste in bags not approved by the Township.
- 7.6** Recyclables Collection: The Contractor shall collect (single stream) the following types of recyclables: magazines, office paper, brown paper bags, newspapers, paperboard, cereal box cardboard, dairy and juice containers, corrugated cardboard, junk mail, phone books, glass bottles and jars, plastic bottles and containers (recycle types 1 through 7), aluminum, tin and steel cans. The Township reserves the right to expand or reduce the types of recyclables to be collected after 90 days notification to the Contractor. Any expansion of the

types of recyclables collected from those listed above is subject to renegotiation of hauling charges.

- 7.7** Bulk Waste Collection: The Contractor shall provide bulk waste collection one time a week or one time a month, based upon the bid award. Bulk waste collection may be by open trucks with no limitation on size or requirements of container. If the awarded bid is for one time a week collection, residents may place a maximum of one (1) bulk item per collection. If the awarded bid is for one time a month collection, residents may place a maximum of two (2) bulk items per collection. Residents may be charged only for items that are in excess of the maximum.
- 7.7.1** Contractor shall collect appliances containing chlorofluorocarbons (CFC's) in full compliance with the National Recycling & Emission Reduction Program of the Clean Air Act. Such appliances are bulk waste and shall be collected subject to the provisions of this section. In the alternative, upon approval by the Township Manager, such appliances may be collected in accordance with a special program established by the Contractor.
- 7.7.2** As a result of the enactment of the Covered Device Recycling Act (Act 108) of 2010 (CDRA), residents may not place "covered" electronic devices at the curb for collection. Covered devices include, but are not limited to, desktop computers, tablets, laptop computers, computer monitors, computer peripherals, televisions and e-readers that have a browser and internet connectivity, as well as any other devices that may be covered by this Act. Residents must take their covered devices to a County-approved or State-permitted drop-off location. Residents placing electronic devices or other ineligible bulk items are to be notified by the Contractor.
- 7.8** Yard Waste Collection: The Contractor shall collect yard waste separate from all other solid waste. Residents are to provide their own yard waste collection bags.
- 7.8.1** Yard waste collection reports shall be provided, to the Township, in a format consistent with the State reporting regulations.
- 7.9** Places of Collection: The collection shall be made from all residential properties within Middletown Township. This shall include all streets, dedicated or undedicated, and shall include those streets that are temporarily closed for repairs or construction. In the latter case, special collection points shall be designated by the Township Manager if the condition of the street would prevent access thereto by the Collector's truck. Collection shall be from the curb line of residences, except when the Contractor is directed by the Township to collect at the door of a disabled person's dwelling.
- 7.10** Manner of Collection: Collection shall be made with a minimum of noise and traffic delay, and all recyclables and containers shall be handled as carefully and quietly as possible under the circumstances with containers and lids returned to the curb line in a neat and tidy manner. All lids and containers shall be returned so as they are not in the street or on the driveway.

- 7.11** Disposition of Municipal Waste and Recyclables Herein Defined: All of the municipal waste contracted to be collected herein shall be delivered to and deposited at a Pennsylvania Department of Environmental Protection permitted solid waste disposal or processing facility that can accept municipal waste. Contractor shall furnish, with his bid, a letter of authorization from said disposal or processing facility granting him permission to dispose of said municipal waste collected for the term of this contract. Township reserves the right to specify a disposal facility at any time during the term of this contract with ninety (90) days' notice and subject to renegotiation of tipping fee and hauling charges, if warranted.
- 7.11.1** Recyclable materials shall be taken to a single-stream recyclables processing facility/MRF that is able to accept such materials and in compliance with federal, state and county laws and regulations. Contractor shall furnish, with bid, a letter of authorization from said recyclables processing facility/MRF granting permission to dispose of said recyclable materials collected for the term of this contract.
- 7.11.2** Contractor retains ownership of all the recyclable materials collected and hauled under the Township.
- 7.11.3** Yard waste collected shall be delivered to a Pennsylvania Department of Environmental Protection, Bucks County, or Middletown Township approved composting facility. Yard waste shall not be delivered to or disposed of at a landfill or incinerator or transfer station during this period. The Contractor shall pay all costs, including the tipping fee if any, for the processing of yard waste at a composting facility.
- 7.11.4** In the event Middletown Township begins a composting program, Contractor shall be obligated to deliver yard waste, as requested in writing by the Township, to designated composting location.
- 7.12** Additional Collection: The Contractor shall provide an additional curbside collection of residential solid waste to those residents who request it. This additional collection is for residential solid waste not covered expressly in the contract (e.g., construction materials in excess of 35 gallons per week) or for refuse in excess of the limit. It is understood there will be a reasonable charge to the resident who requests this additional collection. Payment for these additional services are to be handled directly between the individual resident and the Contractor.
- 7.13** Amount of Solid Waste to Be Collected: Each dwelling shall be entitled to set out for Collector an amount of residential solid waste not to exceed ten (10) containers, bags, bundles, or combination thereof on each collection day or one (1) provided 96-gallon cart. If collection is automated, all waste must be inside the cart.
- 7.13.1** Each dwelling shall be entitled to set out for collection an unlimited amount of recyclables or one (1) provided 96-gallon cart on each recycling collection day.
- 7.13.2** Each dwelling shall be entitled to set out for collection an unlimited amount of yard waste on each yard waste collection day.

- 7.14** Acts of God and Natural Disasters: The Contractor shall be excused without penalty from either collecting or cleaning the debris resulting from hurricanes, storms of unusually heavy capacity, disasters, or other unusual phenomena of nature or acts of God which result in the production of substantial quantities of debris littering the streets and highways of the Township or any private roads or driveways therein.
- 7.15** Temporary Suspension of Performance: It is specifically understood by the Contractor that strict compliance with the contract is required in order to provide for orderly and reliable collection of solid waste within Middletown Township. No failure by the Contractor to strictly comply with all required performance of the contract shall be excused. Moreover, it is noted that the Contractor is solely responsible to provide the required labor in order to perform the contract. A labor dispute or labor shortage shall not relieve the Contractor of his duty to strictly perform all aspects of the contract.

8.0 Equipment and Personnel

- 8.1** Number and Types of Vehicles: The Contractor shall provide proof to Middletown Township a list of all approved collection vehicles and major equipment to be used or being used for collection and transportation of household solid waste and recyclable materials, including type, capacity, gross and empty weight, and license number. The list shall be updated whenever any changes occur in the approved collection vehicles and equipment being used. Compactor trucks shall be of adequate capacity to perform specified requirements, with closed, metal-body-type with an automatic compactor unit. Said trucks shall be in good and proper mechanical condition and in compliance with the minimum safety and sanitary regulations and laws of Pennsylvania, County of Bucks, and Township of Middletown. All such trucks shall be specifically designed to prevent leakage of any liquids or fluids.
- 8.1.1** Open-type vehicles may be used for the collection of Christmas trees, yard waste and bulk waste which is separately collected in accordance with other provision of this document, and recyclables. All open-type vehicles shall be covered with a suitable covering to prevent the discharge of refuse or recyclables from the vehicle. Recycling vehicles shall be so designed as to operate sufficiently for the recycling method. Commingled materials shall include clear glass, colored glass, aluminum, steel and bimetallic cans, and plastic. Recyclables shall be delivered to markets and recycling centers in the condition specified by the Township.
- 8.1.2** Contractor shall complete, sign and upload at the time of the submission of their proposed bid, a Vehicle Dedication Affidavit on the form included herein and made part of this proposal.
- 8.1.3** Condition and Appearance of Vehicles: All vehicles and equipment shall be maintained in good working and operating condition, both with respect to safety and sanitation. Equipment shall not be overloaded so that refuse may spill or drop on the highways, or maintained as to permit the leakage of fluids. All trucks shall be regularly cleaned and kept in proper condition. Trucks and equipment shall likewise be of a uniform color, numbered, and shall bear the name, address, and local telephone number of the Contractor plainly visible on both cab and doors.

- 8.2** Cleanup: Each collection vehicle shall have at least one (1) broom and shovel to clean up refuse that may be spilled or otherwise scattered during the process of collection.
- 8.3** Identification of Personnel: The Contractor shall file with the Township Manager a list of all management and supervisory personnel which shall be kept current. All personnel shall wear numbered badges or other suitable means of identification at all times while on the job. Changes in vehicles or equipment shall be reported to the Township Manager.
- 8.4** Storage of Equipment: The Contractor, at their expense, shall store and park equipment at a convenient and lawful place. No trucks or equipment may be parked or stored on Township streets, except during collection periods.
- 8.5** Offensive Employees: The Township Manager or authorized representative may request a suspension or discharge of an employee for one (1) or more of the following offenses during working hours.

8.6.1 These offenses shall included, but not be limited to:

intoxication

the use of loud, profane, vulgar, or obscene language

soliciting gratuities from the public for services

the refusal to collect or handle refuse as herein required

the wanton or malicious damage of containers or receptacles

the wanton or malicious scattering or spilling of refuse

any other willful disregard of safety or sanitary requirements

any act constituting a public nuisance or disorderly conduct

8.6.2 Failure to remedy violations reported by the Township Manager under this paragraph may result in a penalty of Two Hundred Fifty Dollars (\$250.00) to be deducted by the Township from any monies due the Contractor or which may become due the Contractor.

9.0 Carts

If automation is implemented, the contractor shall supply, assemble and deliver a new wheeled 96-gallon solid waste receptacle and a 96-gallon recycling receptacle to all existing residential dwelling units in Middletown Township. During the term of the contract, the Contractor will supply, assemble and deliver a new wheeled receptacle to all new dwelling units within seven days upon notification by Middletown Township.

9.0.1 The wheeled receptacles shall comply with the ANSIZ245.30.30 and ANSIZ245.60 standards for safety and conformity. The solid waste receptacle and the recycling receptacle shall be different colors. The recycling receptacle shall be imprinted with the universal recycling logo. Recycling and collection information will be distributed with

the new receptacles. If Township Owned cart option is selected, there shall be no contractor branding on either cart.

9.0.2 Maintenance of Carts: Repair and maintenance of solid waste and recycling wheeled carts and/or replacement of solid waste and recycling wheeled carts shall be provided by the contractor to the householder at no cost to the householder or municipality during the term of the contract. The Contractor shall repair and/or replace any of the carts that are damaged at its expense in a timely manner. Carts which are stolen or unlawfully taken from the curbside wither before, during or after collection, shall be reported to Middletown Township and replaced by the Contractor at no additional cost to the Township or resident.

9.0.3 Contractor will supply, assemble, and deliver new 96-gallon wheeled carts for solid waste and new 96-gallon wheeled carts for recyclable collection for each residential household in the Township. The wheeled carts shall be provided by the contractor to the municipality at no cost during the term of the contract. In the event that the Township needs additional wheeled carts above the initial amount, the Contractor shall supply, assemble and deliver them for a fee not to exceed the cost of the container and delivery. The Township will supply the Contractor with a list of all residential housing units that are to receive a solid waste and recycling cart.

10.0 Customer Service

10.1 Customer service, including complaints from residents regarding, but not limited to, missed collection, skips, incomplete collection, bulk items and/or general disposal questions will be provided by the Contractor. The Contractor shall be responsible for managing all customer service requests in accordance with the requirements of the Agreement by providing a **dedicated customer service representative and/or team**.

Customer service will be provided Monday through Friday, from at least the hours of 7 a.m. until 6 p.m., except major holidays. Contractor must have a phone system that will guide residents to the designated customer representative and/or team without extensive hold times or menus, and an after-hours method to receive messages with a commitment to return the call on the next business day. The Township's goal is the resolution of 99% of all complaints within 24 hours of the complaint.

Monthly reports of customer service requests will be provided to the Township, unless otherwise requested.

10.2 Contractor shall designate a Supervisor who shall be present within the Township on collection days to supervise collection and to provide a channel of communication to the Township. The Supervisor shall be available to relay issues and situations encountered during collection to the Contractor's dedicated customer service person and/or team and the Township. The Supervisor shall also take calls from the Township regarding any unresolved collection, resident or contract issues.

- 10.3 Development and launch of mobile APP.** Contractor will collaborate with Township to develop and launch a mobile APP for resident service requests and communication.
- 10.4 Residential Property Notification System** - The Contract shall offer to each residential property owner or occupant serviced under the contract the option to enroll in an e-mail or texting service during the contract term that provides information to each individual customer, including late collections or any other issues related to service under the contract. Each such e-mail or text message sent to said owner or occupant enrolled in the e-mail or texting service must include information such as telephone numbers or website links to the Contractor's main office so that the owner or occupant can obtain additional information on service delays or changes to the manner of collection.
- 10.5 Public Awareness Campaign** - The Contractor shall conduct one (1) mass mailings annually to every Residential Property in the Township to promote public awareness of the Township's residential solid waste, recycling, and yard waste collection program. The mailing shall be sent by March 15 each year, and shall provide general information on scheduling, routes, the proper preparation of recycling materials, and information on the residential property notification system.
- The content of all mailings must be approved by the Township before being mailed or delivered by the Contractor. All costs involved in the mailings, including the cost of designing and printing the information and postage shall be the responsibility of the Contractor.
- 10.6 Violation Notices** - The Contractor shall design a violation notice form to be used to advise residential properties of non-compliance with regulations on proper preparation of residential solid waste, recycling materials, yard waste, or bulk items. Said notice shall be delivered by the Contractor directly to the residential property on the date of the alleged non-compliance. The design and content of the form must be approved by the Township.

11.0 Other Requirements

- 11.1 Cooperative Actions:** The successful bidders shall cooperate with the Township of Middletown in formulating and implementing a notification system whereby residents who do not prepare materials in accordance with the appropriate Municipal Ordinance shall be notified by affixing a ticket, sticker, or other device to the non-complying container(s).
- 11.2 Collection and Disposal Requirements:** If, for any reason, public or private resource recovery facilities or recycling processing centers are made available to the Township, the Township reserves the right to open the contract for the purpose of renegotiating any and all aspects related to solid waste disposal. These aspects can include, but are not limited to, items such as place of disposal, costs of disposal, method, time, and conditions of disposal.
- 11.3 Disposal Documentation:** The Contractor shall provide, on a monthly basis, evidence to the Township of the actual quantity of waste generated by Middletown Township residents which were disposed of at the approved disposal site. Such evidence may include waste tickets or monthly statements. The reports shall be submitted within thirty (30) days from end of the previous month. Failure to submit such reports on a timely basis will result in a

penalty of Five Hundred Dollars (\$500.00) to be deducted by the Township from any monies due the Contractor or which may become due the Contractor.

- 11.4** Americans with Disabilities Act (ADA): The Contractor shall comply with all of the provisions of the Americans with Disabilities Act. In addition, when so directed by the Township, the Contractor shall provide front door collection services, rather than curbside collection services, to those dwellings eligible for such service under the ADA.
- 11.5** Change in Disposal Site: The Contractor shall notify the Township of any change of disposal site. The disposal site is the subject to the approval of the Township.
- 11.6** Collection Routes: Collection routes are subject to the approval of the Township Manager. Any change of collection routes is subject to the approval of the Township Manager.

12.0 Conditions of Work

- 12.1** The Township of Middletown does not make any representations in connection with any phase of this proposal or in connection with any of the supplementary material which forms part of the total proposal.
- 12.2** Bidders must inform themselves fully of all the conditions relating to the work in question. Failure to do so will not relieve the successful bidder of his obligation to furnish and perform the work which forms the basis of this proposal or to carry out the provisions of the contract with respect to performance of the contemplated work set forth in his bid.
- 12.3** Insofar as possible, the successful bidder in the execution of the work called for in this proposal must employ such methods or means as will avoid any interruption or interference with the operation of the affairs of the Township, and the bidder shall likewise take the necessary steps to insure that there will be no infringement on the rights of the public during the course of the contract.

13.0 Preparation of Proposals

- 13.1** The bids, as required hereunder, shall be submitted by each individual bidder as a single set of bids or proposals under one sealed cover which together shall be deemed to form the required "Schedule of Prices." Further, all of the said bids are required to be submitted and the absence of any one such bid from the Schedule of Prices may, at the Township's sole discretion, be cause for Township to reject the Bid or Proposal as being non-responsive. Further, each of the bids shall be deemed submitted as and for bidder's intent to perform fully and completely and in accordance with all of the requirements for performance as set forth in the contract documents all of which documents are considered as incorporated into any Bid or Proposal and part thereof.
- 13.2** Proposals must be submitted via PennBid on the prescribed forms entitled "Schedule of Prices" along with all required documents. A certified check made payable to Middletown Township or a Bid Bond in the sum of Ten Thousand Dollars (\$10,000) must accompany the bid as well as a Consent of Surety, and all documents required which are to be fully answered, completed, and duly executed. The Township of Middletown reserves the right to reject any and all bids on any basis without disclosure or reason. The failure to make such

disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against Middletown Township.

- 13.3** The failure to conform to any of these requirements, in the Township's sole discretion, may result in the classification of a "Bid or Proposal" as being non-responsive and subject to rejection. Except as required by and in conformity with alternate bidding, the attachment of any conditions, limitations, or ancillary provisions by a bidder to his proposal may cause a similar classification and have a similar effect.

14.0 Signature of Bidders

- 14.1** The firm, corporation or individual name of the bidder must be signed in ink in the space provided for the same on the proposal blank. In the case of a corporation, the title of the officer signing must be likewise stated, the seal of the corporation must be duly affixed, and the corporate officer executing the document on behalf of the corporation shall attach thereto a certified copy of a resolution of the corporate Board of Directors indicating that officer's authority to make such a proposal and submit such a bid on behalf of the corporation. In the case of a partnership, the signature of at least one of the partners must follow the firm name together with an indication that the signature is that of a partner. In the event some other agent of the partnership submits or executes a bid for the firm, he shall attach thereto a notarized statement signed by each of the partners indicating that he is authorized to act as an agent for the partnership in this endeavor.
- 14.2** In the case of any bids submitted by an individual, the designation "individual proprietorship" shall follow the signature in question.
- 14.3** Any trade name used by a non-corporate bidder shall be so designated and shall be indicated as having been registered or not registered under the Fictitious Names Registration Act with the Secretary of State of the Commonwealth of Pennsylvania, and the Prothonotary of the County in Pennsylvania where so registered.

15.0 Bidder's Affidavits

Each bidder is required to fully complete and execute the Qualification Questionnaire and Affidavit, Vehicle Dedication Affidavit and the Non-Collusion Affidavit.

16.0 Withdrawal of Proposal

No proposal may be withdrawn, altered, or otherwise modified after it has been duly submitted on PennBid.

17.0 Consent of Surety

Each proposal must be accompanied by a letter of consent from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania and such letter shall state that the surety therein mentioned agrees to furnish the required performance bond and any other bond required as a condition for the acceptance of proposal or award of contract hereunder.

18.0 Bid Bond

Each proposal must be accompanied by a bid bond made payable to Middletown Township in the amount of Ten Thousand Dollars (\$10,000) and submitted as a guarantee that, in the event the bid of the maker is accepted and a contract awarded to him, he will duly execute the same. The performance of that contract shall likewise be duly secured by the required performance bond.

19.0 Scope and Area of Collection and Disposal of Refuse

19.1 The successful bidder shall collect all residential solid waste, recyclables, and yard waste; provide all the labor, tools, machinery, plant, and equipment; and perform all the work of collecting, removing, disposing, and delivering of residential solid waste, recyclables, and yard waste for the contract term from all residential properties within the Township of Middletown, including such residential properties or dwellings which come into existence at any time during the term of the contract hereunder, and all in accordance with all of the attached documents.

19.2 The successful bidder shall collect, remove, and dispose all solid waste and recyclables (the pickup day(s) to be determined by the Township) from the following locations:

MIDDLETOWN TWP SIMMONS PARK 900 BROWNSVILLE RD - 6 yard trash, 1 time per week

MIDDLETOWN TWP TWIN OAKS B FLD 2800 TRENTON RD – 4 yard trash and a 2 yard trash, both 3 times per week. 4 yard recycle, 1 time per week

MIDDLETOWN TWP WM PENN FIRE CO 1170 BRISTOL OXFORD VALLEY – 4 yard trash every other week pick up

MIDDLETOWN TWP PUBLIC WORKS 700 NEW RODGERS RD- 4 yard trash, 1 time per week

MIDDLETOWN TWP PUBLIC WORKS TIRES 700 NEW RODGERS RD – 40 yard open top for tires, on call

MIDDLETOWN TWP NORTH SUB STN 1740 LANGHORNE YARDLEY RD- 4 yard trash, 1 time per week. 2-96 gallon wheeled carts for recycle, 1 time per week.

MIDDLETOWN TWP PUBLIC WORKS 700 VETERANS HWY – 8 yard trash, 5 times per week.

MIDDLETOWN TWP FIREFIGHTERS ST PARK 800 POPLAR ST- 4 yard trash, 1 time per week. 2- 96 gallon wheeled carts for recycle, 1 time per week

MIDDLETOWN TWP PUBLIC WORKS 700 VETERANS HWY- 4- 96 gallon wheeled carts recycle, 1 time per week

MIDDLETOWN TWP ADMIN & POLICE 3 MUNICIPAL WAY – 8 yard trash, 3 times per week. 3 yard recycle, 1 time per week.

MIDDLETOWN TWP COMMUNITY CENTER 2142 TRENTON RD- 6 yard trash, 2 times per week

MIDDLETOWN TWP COMMUNITY CENTER 2140 TRENTON RD – 3- 96 gallon wheeled carts for recycle, 1 time per week

MIDDLETOWN TWP COMMUNITY PARK 2600 LANGHORNE YARDLEY RD- 6 yard trash, 1 time per week 6 yard trash, 3 times per week. 8 yard recycle, 1 time per week. 4- 96 gallon wheeled carts for recycle, 1 time per week.

MIDDLETOWN TWP FORSYTHIA CROSS FORSYTHIA CROSSING- 2- 96 gallon wheeled carts for recycle, 1 time per week

- 19.3** In addition, the successful bidder shall be required to pick up, remove, and dispose or recycle 1,200 vehicle tires per year from the Middletown Township Public Works Building, 700 Veterans Highway, Levittown, PA, twice annually on the dates selected by Middletown Township. Pickup must be within two weeks of notice by the Township.

20.0 Compensation

- 20.1** The Contractor shall receive a basic compensation and an additional compensation, as defined herein.
- 20.2** Basic Compensation – The Contractor shall receive basic compensation for the collection, removal, disposal, and delivery of residential solid waste, recyclables, and yard waste from all residential properties within Middletown Township as of January 1, 2025. It is the Contractor's sole responsibility to determine the number of residential properties within Middletown Township as of January 1, 2025.
- 20.3** Additional Compensation – The Contractor shall receive additional compensation over and above the basic compensation and which additional compensation shall be paid for each dwelling which comes into existence on or after January 1, 2025. A dwelling is deemed to be in existence on the date a Certificate of Occupancy is issued by Middletown Township and continues until the dwelling is demolished or ceases to be a dwelling as defined by Township regulations. The additional compensation shall be determined by dividing the annual contract price by 12,232. This figure represents, for additional compensation purposes only, the additional compensation paid for each dwelling which comes into existence on or after January 1, 2025, and will be pro-rated on a monthly basis for that portion of the year or years remaining on the contract.

21.0 Method and basis for payment of compensation to be paid by Township to contractor, as and when due and owing, whether for basic consideration or additional compensation.

- 21.1** The basic consideration due as compensation to Contractor shall be the amount set forth and bid as the price in the proposal and shall be the total basic consideration for its full, applicable contract term as designated in said Document, provided said bid is accepted by Township and contract awarded therefore, as submitted by the lowest responsible bidder.
- 21.2** Said basic consideration for each year of the contract shall be payable in twelve (12) equal, monthly installments. Upon delivery of invoice to Township and after approval by the Board of Supervisors, payment shall be made within 30 days.
- 21.3** Additional compensation hereunder shall be due and owing by Township to Contractor in amounts set forth on an invoice prepared by Contractor and delivered to Township Manager by January 31 of the year following the year each new single family dwelling was issued a

certificate of occupancy. Additional compensation will be pro-rated based on the latest date on the certificate of occupancy. Payment shall be made within 30 days after approval by the Board of Supervisors.

- 21.4** The calculation of the basic consideration and/or additional compensation shall, as the case may be, reflect a pro-rata application thereof relative to the applicable, remaining term of the contract hereunder.

22.0 Term of Contract

- 22.1** The contract awarded hereunder will be for continuous performance over a full term beginning January 1, 2025, and covering a period of five (5) years, ending December 31, 2029.
- 22.2** The Contractor shall be compensated in accordance with his proposal under the appropriate schedule in the Attachment, "Schedule of Prices."
- 22.3** The Township reserves the right to amend the contract at any time to require performance in accordance with any other appropriate schedule of the Document "Notice to Bidders", provided that Contractor shall be given a minimum ninety (90) days notice of such amendment, and from and after the effective day of amendment, the Contractor shall be compensated in accordance with his proposal under the appropriate schedule in Attachment "Schedule of Prices". The Township shall be responsible to notify residents of the new collection schedule as a result of contract amendment.

23.0 Disposition of Proposal Guaranty

As soon as the lowest responsible bidder has been selected, all bid bonds and/or checks submitted with bids thereon shall be returned to all unsuccessful bidders, other than the lowest responsible bidder to whom the award is made, who shall thereupon execute the contract and furnish the required performance bonds or security for the performance of the contract within twenty (20) days after receiving notice from the Township. Upon the execution and delivery of the contract and the furnishing of the required bonds or security for the performance of said contract, the bid bond and/or checks submitted by the said lowest responsible bidder shall be returned to such successful bidder. In case the bidder to whom such award is made shall fail to execute and deliver a contract and the necessary bonds within twenty (20) days after notice from the Township to do so, the award to him shall be vacated and such bid bond or checks may be forfeited as liquidated damages, or the Township may, at its option, recover from said bidder the differences between the price of his bid and the amount of the contract as shall be subsequently awarded, applying said amount of bid bond or check on account thereof.

24.0 Interpretations

No interpretations of the meaning of the specifications or other contract documents will be made to any bidder. There will be a pre-bid meeting after which any supplemental instructions will be in the form of written addendum to the specifications, which, if issued, all parties of record receiving such specifications will be notified through PennBid. Failure of any bidder to receive any such addendum shall not relieve the bidder from any obligation under his bid as submitted nor from any obligation to conform to the requirements herein set forth.

25.0 Qualifications

The Township may reject any bid received if the qualification questionnaire fails to satisfy the Township that such a bidder is qualified to carry out the obligations of this contract and to complete the work as specified. Each bidder shall be required to complete and sign the affidavit of qualifications included herein and made a part of this proposal; and the failure to conform to this requirement may result in the classification of such bid as being non-responsive.

26.0 Collusive Bids

Proposal of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such manner as to make it appear that the proposal submitted is on a competitive basis from different parties shall be considered a collusive bidder. The Township may reject the bid proposals of any collusive bidder upon bid opening.

27.0 Basis of Award

The bid award will be based on the lowest responsible base bid. The base bid for this contract is based on the total cost of five-years (2025, 2026, 2027, 2028, 2029), whichever "Schedule of Prices" is awarded.

28.0 Township Ordinances

The successful bidder will be required to comply with Ordinance #19-03, Solid Waste, Recycling Ordinance of the Township of Middletown, appended herein, as may be in effect during the term of this contract. The successful bidder acknowledges that Ordinance #19-03, Solid Waste, Recycling may be amended from time to time by Middletown Township. Depending on the bid awarded, the ordinance may be amended prior to the start of this contract term.

29.0 Documents

All documents attached herein, including but not limited to Notice to Bidders, Instructions to Bidders, Ordinances, Maps, Contract, Qualification Questionnaire and Affidavit, Vehicle Dedication Affidavit, Non-collusion Affidavit, Schedule of Prices, General Specifications, and Detailed Specifications, are made part hereof and are intended, inter alia, to define the contractual obligations of the Contractor, also known as Bidder.

30.0 Obligation of Contractor

The Contractor shall, at his own cost and expense and in strict conformity with the annexed documents, as well as the contract, furnish all the material, labor, and equipment for the collection, transport, disposal and/or delivery of residential solid waste, recyclables, and yard waste as defined herein, from all residential properties within Middletown Township.

31.0 Supervision by Contractor

The Contractor shall designate one or more responsible supervisors with a car or pickup truck that shall be present at all times in Middletown Township while collections are being made. Said supervisor(s) shall be available to monitor the collections being made, and to receive any complaints, answer any

inquiries and, if possible within his or her authority and responsibilities in the contractor's firm, resolve any disputes with respect to the services supplied pursuant to this contract.

- 31.1** The successful bidder shall employ a responsible supervisor who may be contacted by the Township between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, to receive complaints, assist with any problems, answer inquiries, and resolve disputes with respect to the services supplied pursuant to the service contract. Residents of the Township shall direct their complaints, problems, inquiries, and disputes to the Contractor's designated customer service person/team for prompt resolution pursuant to this contract.

32.0 Notice to Contractor

The residence or place of business designated in the bid or proposal upon which this contract is founded is hereby designated as the place at which all notices, letters, and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind which may, of necessity, be hereafter dispatched, may be sent by regular mail, and the Contractor shall be deemed to have received said notice. If the communication in question has been addressed to the Contractor at the aforesaid address and has been deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office, the date of service of the notice or other communication shall be the date on which the same was so deposited in the United States mail. Nothing herein contained shall be construed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally, it being agreed that personal service, while not required, is superior to the general mode of service by mail, as prescribed herein.

33.0 Inspection

The Township Manager, or authorized representative, may inspect the collections being made pursuant to this contract and may require correction of any improper performance or any deficient performance herein. The collection shall forthwith comply subject to arbitration procedures, if appropriate.

34.0 Insurance

- 34.1** Licensed Sureties and Insurers: All insurers and sureties underwriting the Contractor's or its subcontractor's insurance and bonds must be licensed in the Commonwealth of Pennsylvania and have a minimum rating of "A-" "VII" in the latest edition of Best's Insurance Reports, unless otherwise approved by the Township.
- 34.2** General Insurance Requirements: The Contractor shall not start work under this contract until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the Township; nor shall the Contractor allow any subcontractors to start work on any subcontract until all insurance required by the subcontractor has been so obtained and approved by the Township. Approval of insurance required of the Contractor will be granted only after submission to the Township of original, signed certificates of insurance or, alternately at the Township's request, certified copies of

the required insurance policies. Approval of insurance required shall not be unreasonably withheld.

34.2.1 The Contractor shall require all subcontractors to maintain during the term of this contract, commercial general liability insurance, business auto liability insurance, and Workers' Compensation and employer's liability insurance in the same manner as specified for the Contractor. The Contractor shall furnish subcontractor's certificates of insurance to the Township immediately upon request.

34.2.2 The Contractor shall disclose any deductible or retention that is a condition of any of the Contractor's required insurance. Deductible or retention amounts greater than \$100,000 each occurrence, accident or in the aggregate, must be approved by the Township. Approval of deductibles or retentions shall not be unreasonably withheld.

34.2.3 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material reduction in coverage until 30 days prior written notice has been given to the Township.

34.2.4 Therefore, the words, "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

34.2.5 No acceptance and/or approval of insurance by the Township shall be construed as relieving or excusing the Contractor or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provision of the contract.

34.3 Contractor's Insurance: The Contractor shall secure and maintain, at its own expense, during the term of this contract, the following insurance:

34.3.1 Commercial general liability insurance which insures against claims for bodily injury, property damage, personal injury, and advertising injury arising out of or in connection with, any operations or work under this contract, whether such operations or work be by the Contractor, its employees, or subcontractors or their employees. The policy shall provide minimum limits of liability as follows:

\$2,000,000 combined single limit — each occurrence

\$2,000,000 combined single limit — general aggregate

\$2,000,000 combined single limit — products/completed operations aggregate

\$2,000,000 combined single limit — pollution liability

34.3.2 Any general aggregate limit shall apply per project.

34.3.3 This insurance shall name Middletown Township as additional insured. The commercial general liability policy shall afford coverage for the explosion, collapse and underground hazards, contractual liability and liability arising from independent contractors.

34.4 Business auto liability insurance which insures against bodily injury and property damage claims arising out of the maintenance, use, or operation of any "auto." The minimum limit shall be a combined single limit of \$2,000,000 per accident.

34.5 Workers' Compensation insurance and employer's liability insurance which satisfies the Contractor's statutory obligation to its employees in the states in which the Contractor operates under this contract. Employer's liability insurance must be secured with minimum limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee and policy limit for bodily injury by disease. Coverage for Pennsylvania benefits must be specifically referenced on certificates and certified policies provided to the Township. Contractor will secure an agreement from their Workers' Compensation insurer to waive any right of subrogation against the Township, its appointed and elected officials, officers, servants, agents, and employees and the architect.

34.6.1 Umbrella excess liability insurance written to apply excess of commercial general liability insurance, business auto liability insurance, and employer's liability insurance. The policy should provide minimum limits as follows:

\$5,000,000 each occurrence

\$5,000,000 aggregate other than products/completed operations and auto liability

\$5,000,000 products/completed operations aggregate

34.7 If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. The Contractor must either:

34.7.1 Agree to provide certificates of insurance to the Township evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor's or subcontractor's work under this contract, or

34.7.2 Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such endorsement shall evidence a retroactive date no later than the beginning of the Contractor's or subcontractor's work under this contract.

35.0 Correction of Breaches of Nonperformance

In the event Contractor breaches this contract or fails to perform as required hereunder, in whole or in part, and in the event that the said lack of performance or breach is not remedied and corrected to the satisfaction of the Township within twenty-four (24) hours from the service of written notice thereof, the Township will thereupon have the power itself or by contract with third parties, to provide said remedies and corrections, including but not limited to full performance hereunder and to charge the costs thereof to the Contractor. The expense so incurred will be deducted and paid by the Township out of such monies as may be due or may, at anytime thereafter, become due to the Contractor under and by virtue of this contract or any part thereof. In the event that the costs of completing the work exceed the balance due on the original contract price, the Contractor shall be liable to the Township for the amount of the excess and shall pay the same on demand. In the event that the Township must retain an attorney to collect the same, the Contractor shall pay an attorney's fee as part of said collection equivalent to twenty percent (20%) of the amount of the obligation for the collection of which the Township was required to retain an attorney. If the cost of completion is less than the balance due on the original contract price, the latter balance shall be paid to the Contractor. The Township shall have the option and/or privilege of availing itself of the rights for the correction of breaches or non-performance hereunder or any procedures, remedies, rights, or penalties available to it under the contract of which these specifications are a part, or under Ordinance #19-03 Solid Waste Management and Recycling, including nullification of the contract in full, and/or pro rate reimbursement, and/or pro rate withholding of pro rate monies, and/or consideration, and/or compensation due Contractor, related to non-performance hereunder.

36.0 Penalties

36.1 The Township Manager or his/her designee will notify the Contractor of each complaint report to the Township. It shall be the duty of the Contractor to take whatever steps are necessary to remedy any complaints received by the Contractor's designated customer service representative and/or team or any unresolved complaints received by the Township. Failure to remedy the complaints within the time period stipulated by the Township will result in penalties as stated in the schedule below. Occurrence shall be defined as event specific and be separately tabulated per address. It is agreed that the Township may deduct from any monies due, or which may become due to the Contractor, the penalty according to the following amounts:

- 36.1.1** Failure to clean up spilled material is a maximum Two Hundred Dollars (\$200.00) for each occurrence, plus costs including but not limited to labor, materials, and disposal incurred in spill cleanup.
- 36.1.2** Failure or neglect to clear and resolve collection complaints within eight (8) working hours is a maximum Two Hundred Dollars (\$200.00) for each occurrence. However, in the event that a collection complaint (i.e., skipped trash, recycling, or yard waste collection) is repeated at the same address three or more times within the last 12-

month period, the Township may immediately impose a fine of a maximum Four Hundred Dollars (\$400.00) for the third and subsequent complaints without allowing the Contractor the opportunity to avoid the fine by correcting the complaint within the next scheduled working day.

- 36.1.3** Changing the day of collection without notifying the affected premises or the Township is a maximum One Thousand Dollars (\$1,000.00) for each occurrence.
- 36.1.4** Starting route collections before 6 a.m. is a maximum Five Hundred Dollars (\$500.00) for each occurrence.
- 36.1.5** Collection after the time prescribed in the contract without approval of the Township as required is a maximum Two Hundred Dollars (\$200.00) for each occurrence.
- 36.1.6** Failure to provide quality of performance required on a collection route after notification to correct performance factors concerning sorting of recyclables into proper collection bins, or similar violations, is a maximum Five Hundred Dollars (\$500.00) for each occurrence.
- 36.1.7** Penalty for Collector's contamination of a load of recyclables, or failure to properly separate recyclables, or other action which causes the shipment to be rejected by the recycling center or market is the disposal cost for dumping the material is One Thousand Dollars (\$1,000) per load. The Contractor is also responsible to remove the contaminated material from the recycling center to an approved disposal site.
- 36.1.9** Failure to return the trash, recycling, and yard waste containers and lids to their proper location is a maximum One Hundred Dollars (\$100.00) for each occurrence.
- 36.1.10** Failure to collect bulk item appropriately placed for collection on the specified day of collection - One Hundred Dollars (\$100) per occurrence.
- 36.1.11** Employee offenses – Two Hundred Fifty Dollars (\$250) per occurrence.
- 36.1.12** Failure to provide a supervisor on the street or to have mobile phone service - Two Hundred Dollars (\$200) per occurrence.
- 36.1.13** Placement of empty containers that block a driveway or street – Three Hundred (\$300) Dollars

37.0 Performance Bond

- 37.1** Prior to the execution of the contract, the successful bidder shall be required to furnish a bond for the faithful performance of the contract, in an amount equal to 100% of the total contract price for the first year of the performance period, within twenty (20) days after the award of the contract. The face amount of said bond may be reduced at the commencement of the second year of the contract by an amount equal to the base contract price for the first contract year then performed and concluded. The face amount of said

bond may again be further reduced at the commencement of the third year of the contract by an amount equal to the base contract price for the second contract year then performed and concluded. The face amount of said bond may again be further reduced at the commencement of the third year of the contract by an amount equal to the base contract price for the second year then performed and concluded. If applicable, the face amount of said bond may again be further reduced at the commencement of the fourth year of the contract by an amount equal to the base contract price for the third contract year then performed and concluded. The face amount of said bond may again be further reduced at the commencement of the fifth year of the contract by an amount equal to the base contract price for the fourth contract year then performed and concluded.

37.2 Agents of the bonding companies who write bonds for the performance of the contract shall furnish the necessary power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the particular type of bond to be furnished, as well as the right of the surety company to do business in the Commonwealth of Pennsylvania, all in forms acceptable to the Township.

38.0 Term of Performance

Performance by Contractor hereunder shall be continuous and for a full term of five (5) years effective January, 1, 2025. Written notice of the acceptance by Township of Contractor's proposal shall be delivered by Township to Contractor at least thirty (30) days prior to January 1, 2025. At any time prior to the expiration of the original five (5) year term of the contract, or prior to the expiration of any option year exercised hereunder, the Township may, at its sole discretion, solicit bids for a new residential solid waste and recycling contract that will commence at the end of either the original five (5) year term or at the end of any option year exercised hereunder. Any such solicitation and receipt of bids thereunder shall not be a waiver of the Township's right to timely exercise any option to extend the contract an additional term or terms.

39.0 Assignment

Any rights or duties of this contract shall not be assigned or delegated to any person, firm, or corporation, except upon the written consent and approval of the majority of the members of the Board of Supervisors of the Township of Middletown.

ATTACHMENT A - Cover Letter
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

TO: Township Manager, Middletown Township

SUBJECT: Residential Solid Waste, Recyclables, and Yard Waste Collection, Disposal, and Delivery Specifications, Contract, and Related Documents

On behalf of my firm, _____, as part of my complete bid, the following documents are attached:

- Attachment A: Covering Letter (this document)
- Attachment B: Contract
- Attachments C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10: Schedule of Prices
- Attachment D: Bid Bond
- Attachment E: Qualification Questionnaire and Affidavit
- Attachment F: Vehicle Dedication Affidavit
- Attachment G: Contractor Insurance Requirement
- Attachment H: Affidavit Accepting Provisions of the Workmen's Compensation Act
- Attachment I: Non-Collusion Affidavit
- Attachment J: Hold Harmless Agreement
- Attachment K: Waiver of Right to File Mechanic's Lien

The Township of Middletown, through its Supervisors, solicits your bid in accordance with the aforesaid documents and the terms and conditions contained herein, attached hereto, and made a part hereof.

By submitting this document and the specified supplemental information, the undersigned acknowledges receipt of a full and complete set of the described documents and agrees to comply with the terms and conditions as presented and defined in this bid document as of this

_____ day of _____, 2024.

Authorized Officer-Owner-Agent

(Seal)

ATTACHMENT B – Contract
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

This AGREEMENT made this ____ day of _____, 2024, between the TOWNSHIP OF MIDDLETOWN, in the County of Bucks and the Commonwealth of Pennsylvania, party of the first part (hereinafter designated Township) and _____ party of the second part (hereinafter designated Collector and also known as Contractor).

WHEREAS, Township has duly accepted Collector's bid proposal dated _____, 2024, and in reliance thereon has awarded to Collector, as lowest responsible bidder, the written contract; and

WHEREAS, Collector has had full opportunity to read and review all of the contract documents and has submitted said proposal as incorporating by reference all of said documents.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and as well for the promise by Township to pay Collector as specified herein and the promise of Collector to Township of full and complete performance in accordance with the contract documents, the parties hereto covenant, contract, and agree as follows:

1. Collector shall and will, for the period of five (5) years, commencing January 1, 2025 and ending December 31, 2029, provide all the labor, tools, machinery, plant, and equipment and perform all the work of collecting, removing, and disposing of or delivering residential solid waste, recyclables, and yard waste from all residential properties within Middletown Township under "Schedule of Prices" (to be added upon award of bid).
2. The parties hereto hereby agree that the contract documents herein included shall be and are incorporated by reference to all documents of this bid.
3. It is hereby mutually understood and agreed that the relation of Collector to the work included in this agreement is that of an independent contractor, and that, as such, he will be responsible for all damage, loss, or injury to persons or property that may arise or be incurred in or during the conduct and progress of the work included in this agreement, either by himself or by subcontractors, agents, or employees, whether or not the same shall result from negligence and that Township shall be held and kept free and discharged of and from any and all responsibility or liability therefore of any sort or kind; that Collector shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty; that Collector shall make good any damage that may occur to property in consequence of the work or any of it, and shall assume all blame, loss, and responsibility of whatsoever nature by reason of neglect or violation of any Federal, State, County, or Township laws, regulations, or ordinances, or of any rules or regulations of the Department of Environmental Protection of the Commonwealth of Pennsylvania, or any Board of Health to which he is subject. Collector further agrees to indemnify, reimburse, and save harmless the Township from any claim or claims or damages caused to persons or property arising out of the doing of work including legal costs and collection, and/or counsel fees caused in defending any suit or suits that may be instituted against the Township and any judgment that may be obtained in any such suit(s).

4. To the fullest extent permitted by law, the Contractor covenants to save, defend, keep harmless, and indemnify the Township and its appointed and elected officials, officers, servants, agents, and employees from and against any and all claims, loss, damage, injury, cost including court costs and attorney's fees, charge, liability, or exposure, however caused, resulting from or arising out of or in any way connected with the Contractor's performance of the Contract terms or its obligations under the Contract.
5. Collector shall and will accept, insofar as the work covered by this contract is concerned, the provisions of the Pennsylvania Workers' Compensation Act and any and all supplements and amendments thereto which have been or may hereafter be passed, and will either insure their liability thereunder or file with Township a certificate of exemption from insurance duly issued by the Bureau of Workers' Compensation of the Department of Labor and Industry of the Commonwealth of Pennsylvania.
6. Collector further agrees to furnish bonds satisfactory to Township, with approved corporate surety, in the sum of one hundred percent (100%) of the total contract amount for the first year of the period of performance in accordance with the requirements set forth in attached Documents conditioned for the full and faithful compliance by Collector with all the terms, conditions, and requirements of this agreement, and said bonds to be delivered to Township within twenty (20) days after the award of this contract.
 - a. It is expressly understood and agreed that all liabilities, duties, and obligations of Collector hereunder shall, in the event of his default or failure to perform any or all of the terms and conditions hereof, apply and extend to any surety or sureties who may give bond hereunder for the faithful performance of this agreement in all respects, whether in the provisions hereof or hereunder the surety shall be specifically referred to or not. It is further understood and agreed that all rights and remedies of Township hereunder are cumulative and not alternative and may be enforced alternately, successively, or concurrently as Township may elect. This agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 - b. Collector agrees not to assign or delegate any rights or duties under this contract or any portion of the work hereby contracted for without the consent of the Township in writing, and in no event shall any assignment or delegation relieve Collector or his surety or sureties from prime responsibility for the faithful performance of this contract.
7. Township for an in consideration of the covenants and agreements to be kept and performed by Collector as herein set forth covenants and agrees to pay Collector for the work done under and in pursuance of this contract the sum of (to be completed upon award of bid), plus additional compensation as required, all such sums and/or additional compensation to be paid in accordance with the provisions for payment contained in the attached documents.

8. In the event of any dispute between the parties hereto as to compliance with the terms and provisions hereunder, said dispute may, at the option of the Township, unless otherwise provided hereunder, be submitted to the American Arbitration Association for arbitration, whose decision shall be final and binding upon the parties provided, however, that the Township shall first give Collector written notice, forty-eight (48) hours prior to such submission to the American Arbitration Association and shall make known in said notice the nature of the dispute and the requirements considered by the Township to be necessary to be met in order to avoid arbitration. In addition to the aforesaid rights of arbitration accruing to the Township, the Township shall have the right, through its Township Manager, to advise the Collector, in writing, of any particular or specific breach of any term or provision hereunder and said notice by the Manager shall be considered to have been accepted by Collector without defense and subject to immediate compliance by Collector unless Collector, within twenty-four (24) hours after receipt of said notice, denies, by written notice to Township, the allegations of breach contained in said notice of Township Manager and advises that it (Collector) desires the alleged breach or breaches to be submitted for arbitration to the American Arbitration Association as aforesaid. Failure of the Township to avail itself of arbitration under the terms and conditions hereof, with respect to the American Arbitration Association, shall not be deemed to constitute a waiver of Township's right to pursue any and all other remedies in law or equity for the determination and/or satisfaction of its rights hereunder.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, hereby have caused this contract to be signed, sealed, and delivered with their seals attached, duly attested, the day and year above written.

BOARD OF SUPERVISORS
MIDDLETOWN TOWNSHIP
BUCKSCOUNTY PENNSYLVANIA

ATTEST:

BY:

Secretary, Board of Supervisors

Chairman, Board of Supervisors

(Township Seal)

"COLLECTOR" known as

(Corporate Seal)

ATTEST:

BY:

(If Corporation) Secretary

Duly Authorized President or
Partner or Owner

NOTE: If Collector is corporation, copy of Resolution of Board of Directors of Collector-Corporation authorizing execution hereof must be attached.

ATTACHMENT C-1 – Schedule of Prices
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

Base Bid - Five (5) year contract – Manual Twice a Week Collection with Once a Week Bulk

Curbside collection of residential solid waste **twice a week**, with one-half of the Township collected on Mondays and Thursdays, and the other half of the Township collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, collection of **one bulk item once a week**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Households provide up to 35-gallon trash and recycling containers.

Total Bid Price - based on 12,232 units

2025 _____

2026 _____

2027 _____

2028 _____

2029 _____

TOTAL BID: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit.

ATTACHMENT C-2 – Schedule of Prices
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

Bid – Alternate #1 - Five (5) year contract – Manual Twice a Week Collection with Once a Month Bulk Curbside collection of residential solid waste **twice a week**, with one-half of the Township collected on Mondays and Thursdays, and the other half of the Township collected on Tuesdays and Fridays (the division of the Township to be determined by the Township), collection of recyclable materials once a week, collection of **up to two bulk items once a month**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel **using manual collection**. Contractor shall pay solid waste disposal costs. Households provide up to 35-gallon trash and recycling containers.

Total Bid Price - based on 12,232 units

2025 _____

2026 _____

2027 _____

2028 _____

2029 _____

TOTAL BID: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit.

**ATTACHMENT C-3 – Schedule of Prices
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

Bid – Alternate #2 - Five (5) year contract – Automated Once a Week Collection with Once a Week Bulk

Curbside collection of residential **solid waste once a week** (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of one **bulk item once a week**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system.

Total Bid Price - based on 12,232 units (11,688 automated and 544 manual)

2025 _____

2026 _____

2027 _____

2028 _____

2029 _____

TOTAL BID: _____

Cost to Resident for additional 96-gallon container: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit.

**ATTACHMENT C-4 – Schedule of Prices
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

Bid – Alternate #3 Five (5) year contract– Automated Once a Week Collection with Once a Month Bulk

Curbside collection of residential **solid waste once a week** (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **up to two bulk items once a month**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system.

Total Bid Price - based on 12,232 units (11,688 automated and 544 manual)

2025 _____

2026 _____

2027 _____

2028 _____

2029 _____

TOTAL BID: _____

Cost to Resident for additional 96-gallon container: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit.

**ATTACHMENT C-5 – Schedule of Prices
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

Bid – Alternate #4 - Five (5) year contract – Automated Once a Week Collection with Once a Week Bulk

Curbside collection of residential **solid waste once a week** (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **one bulk item once a week**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Township to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system.

Total Bid Price - based on 12,232 units (11,688 automated and 544 manual)

2025 _____

2026 _____

2027 _____

2028 _____

2029 _____

TOTAL BID: _____

Cost to Resident for additional 96-gallon container: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit.

**ATTACHMENT C-6 – Schedule of Prices
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

Bid – Alternate #5 Five (5) year contract– Automated Once a Week Collection with Once a Month Bulk

Curbside collection of residential **solid waste once a week** (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of up to **two bulk items once a month**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Township to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system.

Total Bid Price - based on 12,232 units (11,688 automated and 544 manual)

2025 _____

2026 _____

2027 _____

2028 _____

2029 _____

TOTAL BID: _____

Cost to Resident for additional 96-gallon container: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit.

**ATTACHMENT C-7 – Schedule of Prices
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

Bid – Alternate #6 - Five (5) year contract – Automated Twice a Week Collection with Once a Week Bulk

Curbside collection of residential **solid waste twice a week** (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of one **bulk item once a week**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system.

Total Bid Price - based on 12,232 units (11,688 automated and 544 manual)

2025 _____

2026 _____

2027 _____

2028 _____

2029 _____

TOTAL BID: _____

Cost to Resident for additional 96-gallon container: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit.

**ATTACHMENT C-8– Schedule of Prices
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

Bid – Alternate #7 Five (5) year contract– Automated Twice a Week Collection with Once a Month Bulk

Curbside collection of residential **solid waste twice a week** (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **up to two bulk items once a month**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Contractor to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system.

Total Bid Price - based on 12,232 units (11,688 automated and 544 manual)

2025 _____

2026 _____

2027 _____

2028 _____

2029 _____

TOTAL BID: _____

Cost to Resident for additional 96-gallon container: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit

**ATTACHMENT C-9– Schedule of Prices
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

Bid – Alternate #8 - Five (5) year contract – Automated Twice a Week Collection with Once a Week Bulk

Curbside collection of residential **solid waste once a week** (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of **one bulk item once a week**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Township to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system.

Total Bid Price - based on 12,232 units (11,688 automated and 544 manual)

2025 _____

2026 _____

2027 _____

2028 _____

2029 _____

TOTAL BID: _____

Cost to Resident for additional 96-gallon container: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit.

**ATTACHMENT C-10– Schedule of Prices
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

Bid – Alternate #9 Five (5) year contract– Automated Twice a Week Collection with Once a Month Bulk

Curbside collection of residential **solid waste twice a week** (the division of the Township to be determined by the Township), collection of recyclable materials once a week, **using automated collection**, collection of up to **two bulk items once a month**, and collection of curbside yard waste once a week between April 1 and January 31; by contractor equipment and personnel. Successful bidder will provide each household with a new 96-gallon wheeled cart for solid waste and a new 96-gallon wheeled cart for recyclables. **Township to own the wheeled carts.** Contractor shall pay solid waste disposal costs.

Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from **544** residential properties in select townhome/condominium communities using manual collection methods and not utilizing an automated collection system.

Total Bid Price - based on 12,232 units (11,688 automated and 544 manual)

2025 _____

2026 _____

2027 _____

2028 _____

2029 _____

TOTAL BID: _____

Cost to Resident for additional 96-gallon container: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit.

ATTACHMENT D – Bid Bond
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

Know ALL MEN BY THESE PRESENTS, that we AS PRINCIPAL _____ of the City of _____, State of _____, and authorized to transact business in the Commonwealth of Pennsylvania, AS SURETY, are held and firmly bound under Middletown Township, Bucks County, Pennsylvania, hereinafter called the OBLIGEE **the sum of Ten Thousand Dollars (\$10,000)** lawful money of the United States of America for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that whereas the Principal will furnish to the Obligee, bonds with good and sufficient surety and insurance certificates and copies of the policies as may be required by the Contract Documents and upon due acceptance of said Proposal and award of a Contract to him by the Obligee will execute and deliver the Agreement within the times in the forms and in the amounts appropriate, required by the Contract Documents, then this Bond will be void otherwise, this Bond will be and will remain in full force and effect.

The Principal and the Surety agree to pay the Obligee the difference between the amount of said proposal as accepted by the Obligee and any higher amount for which the required work will be contracted for by the Obligee, together with any additional advertising costs, Engineer's fees, legal fees and any and all other fees and expenses incurred by the Obligee by reason of the failure of the Principal to enter into such agreement with the Obligee or to furnish such bonds or to furnish such insurance certification and copies of the policies; provided, however, that: (1) the obligation of the surety will not exceed the stated principal amount of this Bond; and (2) if the Obligee should not procure an executed contract with any other person for the performance of the work contemplated in said proposal as accepted by the Obligee, upon the same terms and conditions other than price as provided in the Contract documents, within the period provided in the Contract Documents during which no proposals of bidder may be withdrawn, whether because of the lack of other proposal or because of the inability or refusal of any other bidder to enter into appropriate contract or because of the cost under any higher proposal would be greater than the Obligee will determine in its sole discretion that it can afford, then the Principal and the Surety agree to pay to the Obligee the full amount of this bond as liquidated damages.

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contractor:

By: _____
Printed Name

Signature

Title: _____

Surety Company:

By: _____
Printed Name

Signature

Title: _____

Seal:

Witnessed or Attested By:

By: _____
Printed Name

Signature

Title: _____

**ATTACHMENT E – Qualification Questionnaire and Affidavit
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

INSTRUCTIONS: BIDDER SHALL COMPLETE AND SIGN THE AFFIDAVIT OF QUALIFICATIONS ON A SEPARATE SHEET(S).

Failure to answer all questions will render such bid as non-responsive.

1. For each vehicle that you propose to use in providing collection services within the community under this contract, please provide the following information:
 - a. number of trucks, name of insurance carrier, amount of insurance on each vehicle;
 - b. name of body manufacturer;
 - c. capacity;
 - d. year manufactured;
 - e. years of actual service;
 - f. present condition;
 - g. type of body;
 - h. method of cleaning vehicles;
 - i. what part of your fleet is fueled using Compressed Natural Gas (CNG)? Is there a plan to include or increase the number of CNG fueled vehicles in your fleet?
 - j. approximate number of personnel required; and
 - k. will staff be uniformed? (yes or no)
2. Is an office available to administer and receive calls relative to solid waste, recyclables and yard waste removal? (yes or no)
3. The successful bidder will be required to provide a dedicated customer service person and/or team with knowledge of the specific details and requirements contained in the awarded contract. The dedicated customer service person and/or team will directly receive calls and resolve complaints per the terms of the contract from residents of Middletown Township. This person and/or team will resolve and provide solutions regarding missed pick-ups, skips and also answer general trash, recycling and yard waste questions for residents throughout the term of the contract. Is your firm able to dedicate such a person and/or team? (yes or no)
4. Please indicate the local telephone number and designated representative of your office who shall be available to receive service calls from both the residents of the community and the Township officials.
5. List the municipalities, including mailing addresses, for which you are now providing collection services.
6. How many years of experience in the collection of municipal waste and in the collection and marketing of recyclables has your organization had?

- 7.** Have you failed at any time to complete a municipal collection contract? Have any of your partners or any officers of your corporation failed to complete a contract? If so, indicate which community and under what circumstances.
- 8.** Provide your plan for Public information/education programs on recycling.
- 9.** How many years of experience as Contractor has your organization had?
 - a.** If a corporation, state:
 - 1.** date when organized
 - 2.** under the laws of what state organized
 - 3.** Is corporation now in existence?
 - 4.** names and post office address of officers
 - 5.** Is corporation registered to do business in Pennsylvania?
 - b.** If your organization is non-corporate, describe its nature (partnership, sole proprietorship, or other) and give its principal office address and names and residence addresses of all owners or other real properties in interest therein.
- 11.** Did your organization, when the lowest bidder on a municipal contract, withdraw its bid? If so, for what reason?
- 12.** Have any liens, judgments, or lawsuits of any kind, been filed against your organization which are pending? Give details, including nature and amount, if any, of lien, judgment, or lawsuit, as well as court, term, and number thereof.
- 13.** Give the name, address, and telephone number of the surety (bonding) company which agrees to furnish you with a bid bond and a performance bond.
- 14.** List the surety companies (bonding companies) which heretofore bonded you on municipal collection contracts, within the past five (5) years, that required removal and disposal outside of municipal limits. Give the name and address of each surety company.
- 15.** State your financial ability and your plans for financing this work if awarded this contract. Supply copies of your most recent audited financial statements for the past two (2) years.

ATTACHMENT F – Vehicle Dedication Affidavit
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

STATE OF _____

COUNTY OF _____

SS: _____

I, _____ am the _____
(Name of Affiant) (Identify Relationship to Bidder)

of the _____ and being duly sworn, I depose and say that:
(Name of Bidder)

All statements contained in this affidavit are true and correct and made with full knowledge that the State of Pennsylvania and Middletown Township rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in Middletown Township, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in Middletown Township is not feasible, that Middletown Township will not be responsible for disposal costs for waste generated outside Middletown Township.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Middletown Township to damages arising therefrom.

Name of Film or Individual

Title

Signature

Date

Subscribed and sworn before me

This _____ day of _____, 2024

(Notary Public)

My commission expires:

SEAL

**ATTACHMENT G - Contractor Insurance Requirement
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

Without limiting contractor’s indemnification, it is agreed that contractor shall maintain in force at all times during the performance of this Agreement, the following policies of insurance:

Commercial General Liability

Comprehensive General Liability, including

Premises & Operations	\$2,000,000 per Occurrence
Products & Completed Operations	Combined Single Limit
Contractual Liability	Occurrence Form
Personal Injury Liability	
Broad Form Property Damage	
Independent Contractors’ Liability	
Pollution	

Business Automobile Liability

Comprehensive Automobile Liability	\$2,000,000 per Occurrence
Covering, as applicable, owned	Combined Single Limit
Non-owned, and hired automobiles,	Occurrence Form
Including contractual liability.	

Umbrella/Excess Liability

Aggregate other than products/ completed operations & auto liability	\$5,000,000 per Occurrence
Products/completed operations aggregate	

Workers’ Compensation & Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	\$1,000,000 per Occurrence

Each insurance policy required by this contract shall contain the following clause:

“This insurance shall not be cancelled, reduced in coverage or limits, or non-renewed until after forty-five (45) days prior written notice has been given to Township or its representative.”

Each insurance policy required by this contract, except for the Workers’ Compensation policy, shall contain the following clauses:

“The Township, its employees, agents, officials and volunteers are hereby added as additional insured as respects the operations and activities of this contract.”

As part of a valid bid, the bidder must provide insurance certificates confirming the existing of the insurance required by this contract. If contractor fails to maintain the aforementioned insurance, Township may, at its option, obtain such insurance and forward an invoice for payment of the premiums to the contractor.

Nothing herein contained shall be construed as limiting in any way the extent to which contractor may be held responsible for payments of damages to persons or property resulting from contractor’s or its subcontractor(s) performance under this contract.

**ATTACHMENT I – Non-Collusion Affidavit
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

I state that I am _____ of _____
(TITLE) (NAME OF FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount(s) 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(s) of this bid, and neither the approximate price(s) nor approximate amount(s) of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ its affiliates, subsidiaries, officers, directors, and
(NAME OF FIRM)
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 _____ understands and acknowledges that the
(NAME OF FIRM)
above representations are material and important, and will be relied on by Middletown Township 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 Middletown Township of the true facts relating to the submission of bids for this contract.

NAME OF FIRM

SIGNATURE

Sworn to and Subscribed before me this

_____ Day of _____, 20____.

SIGNATURE

My commission expires _____.

INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., §1611 et seq., Governmental agencies may require non-collusion affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparations, 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.

ATTACHMENT J – Hold Harmless Clause
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

The contractor shall indemnify and save harmless the Township of Middletown from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought against or recoverable from the Township of Middletown by reason of any act or omission of the contractor, its agents, employees, assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of the work or in consequence of any negligence or carelessness connected with the execution of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review all plans, specifications, and other documents published by the Township of Middletown in connection with the preparation and award of the contract.

The contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by the negligence of the contractor including his/her negligent failure to notify the Township of Middletown of any dangerous condition requiring the Township of Middletown action, during the period including periods when the contractor is not present on the site but during the progress of work provided for in the contract until the same shall have been completed and accepted. The contractor shall also assume all responsibility for any and all loss by reason of the contractor's negligence or violation of any local, state or federal law, regulation, practice, or order. The contractor shall give to the Township authorities and all other appropriate authorities all required notices relating to the work for which the contract was let including all notices of any dangerous conditions.

The contractor, in executing this Agreement, represents to the Township of Middletown that the contents of this hold harmless clause has been communicated to any subcontractors or employees and that this representation is made in behalf of both him/herself and all persons or organizations acting in the contractors' behalf including any subcontractors.

ATTEST:

_____	_____
WITNESS	NAME OF FIRM

	SIGNATURE

	PLEASE PRINT NAME

**ATTACHMENT K – Waiver of Right to File Mechanic’s Lien
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

WHEREAS, _____
CONTRACTOR NAME & ADDRESS

has entered into an agreement with the Township of Middletown, County of Bucks, Commonwealth of Pennsylvania, for

TMP #22-

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as a part of the said contract and for consideration therein set forth that neither the undersigned contractor, and subcontractor of material man, nor any other person furnishing labor or materials to said contractor under this contract, shall field a lien, commonly called a Mechanic’s Lien, for work done or materials furnished to the said project or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of §402 of the Mechanic’s Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this _____ day of _____, 2024.

ATTEST:

WITNESS

NAME OF FIRM

SIGNATURE

APPENDIX A – Information to Bidders
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

- 1. Contract Documents.** The Contract Documents consist of all documents of this Request for Proposal, including all modifications thereof incorporated in the documents before their execution.
- 2. Date and Place for Opening Proposals.** Pursuant to the “Notice to Bidders”, sealed proposals for provision and performance will be received by Middletown Township via the PennBid Program until Friday, June 14, 2024, at 11:00 AM EST. The bids will be publicly opened by the Township Manager or representative; the awarding of the Contract, if awarded, will be made by Middletown Township within 45 days after the opening of the bids.
- 3. Printed Form for Proposals.** All proposals must be submitted online and with the electronic forms made available. Bidders must also electronically attach the additional documents as outlined in the Instruction to bidders.
- 4. Omissions and Discrepancies.** Should a bidder find discrepancies in, or omissions from, the Drawings or Contract Documents, or be in doubt as to their meaning, (s)he will notify the Township at once in writing, which may send written instructions to all bidders.
- 5. Acceptance or Rejection of Proposals.** Middletown Township reserves the right to reject any or all Proposals, without limiting the generality of the foregoing. Any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal, which omits a bid on any one or more items in the price sheet may be rejected; any Proposal in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any Proposal accompanied with an insufficient or irregular certified check or Bid Bond may be rejected.
- 6. Certified Check/Bid Bond.** All Proposals will be accompanied by Certified Check/Bond upon a National or State Bank, drawn and made payable to the order of Middletown Township. The Certified Check/Bid Bond must be electronically attached to the bid. The amount of the Certified Check/Bid Bond will be \$10,000. Bid Bonds must be through a Pennsylvania Bonding Company.
- 7. Acceptance of Proposals and its Effect.** Within 45 days after the opening of the Proposals, the Township will act upon them. The acceptance will be a written notice signed by a duly authorized representative of the Township and no other act will constitute the acceptance of a Proposal. The acceptance of a Proposal will bind the successful bidder to execute the Contract and to be responsible for liquidated damages as provided in Article 30 of the General Conditions. The rights and obligation provided for in the Contract will become effective and bind upon the parties only with its formal execution by the Township.
- 8. Time for Executing Contract and Damages for Failure to Execute.** Any bidder whose Proposal is accepted will be required to execute the Contract within five (5) days after notice that the

Contract has been awarded to him. Failure or neglect to do so will constitute a breach of the agreement effected by the acceptance of the Proposal. The damages to the Owner for such breach will include loss from interference with his construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Certified Check/Bid Bond accompanying the Proposal of such bidder will be retained by the Township as liquidated damages for such breach. In the event any bidder whose Proposal will be accepted will fail or refuse to execute the Contract as herein before provided, the Township may, at its option, determine that such bidder has abandoned the Contract and thereupon his Proposal and the acceptance thereof will be null and void and the Owner will be entitled to liquidated damages as above provided.

- 9. Determination of Low Bidder.** Except where the Owner exercises the right reserved herein to reject any or all proposals, the Contract will be awarded by the Owner to the bidder who has submitted the lowest responsible bid determined by the sum price of work based on quantities given in the Bid Form, and compliance with the Contract Specifications and the Township's Ordinances.
- 10. Time for Beginning and Completing the Work.** The Contractor will commence the work within ten (10) calendar days after the date specified in the Notice to Proceed given to him by the Township to commence work and (s)he will complete the work within one-hundred twenty (120) days from the date specified in the Notice-To-Proceed. Extensions may be proposed and considered.
- 11. Prices.** The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds and all other facilities and the performance of all labor and services necessary or proper for the completion of the work, except such a way may be otherwise expressly provided in the Contract Documents.
- 12. Interpretations and Addenda.** No oral interpretations will be made to any bidder as to the meaning of any of the Contract Documents or be effective to modify any of the provision of the Contract Documents. Every request for an interpretation will be made in writing via the "Questions" tab within the PennBid.
- 13. Postponement of Date for Presenting and Opening Proposals.** The Township reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each prospective bidder.
- 14. Other Contractors.** Bidders are advised that work other than the work covered under their Contract may be in progress at the site of the work during the performance of the work covered by these documents. Accordingly, Bidders are warned that coordination of construction activities at the site must be such as to avoid interference. Under no circumstances will the owner or engineer be held responsible to the contractor for delays or extra work occasioned by interference of work by the owner's forces, other utility companies or other contractors.
- 15. Estimated Quantities.** The quantities given in the Bid Form and attached to the Specifications are approximate only, being given as a basis for the uniform comparison of bids and the Owner

does not expressly or by implication warrant that the actual amount of work will correspond therewith.

- 16. Bid Submittal.** All attachments provided and described in this Request for Proposal Document, as well as the required supplementary documentation, are considered part of a valid, complete bid, in addition to the project bid. Failure to include any or all of the attachments may result in disqualification.
- 17. Use of the PennBid Electronic Bid Management System.** Middletown Township, along with many Pa. Municipalities and private firms, is utilizing the PennBid electronic procurement Program for their solicitations, RFPs, and RFQs. Using PennBid is beneficial to both agencies as well as bidders. Costs and bidding effort is greatly reduced as bid documents are available online, all Q&As are via e-mail, and sealed bids are submitted and updated online. Interested bidders need to register only once, a free process that takes only a few minutes. Once registered, bidders have access to publicly available bids and solicitations from every Agency within PennBid, plus availability for By-Invitation-Only RFPs and RFQs. Bidders may obtain all project documents and submit and update their confidential bids online.
- 18. Sealed Bid Confidentiality.** The confidentiality of the sealed bid system is a cornerstone of the PennBid Program. At no time before bid opening can anyone see your electronic bid.
- 19. Confidentiality of Identity.** When questions are asked and answered, bidder identity is not disclosed to other bidders.
- 20. Documents.** All documents may be downloaded to your computer. Documents can be electronically sent to your suppliers and sub-contractors.
- 21. Bidder's List.** By downloading any document, you are automatically added to the bidder's list for this solicitation.
- 22. Questions.** By clicking on the "Questions" tab, you can see all questions that have been asked and answered related to this solicitation. You can also ask questions directly through this tab. When the agency answers the question, both the question and answer is e-mailed directly to all bidders.
- 23. Submitting and Updating Bids.** You may submit and update your bid anytime up to the bid due date and time by clicking on the "Bid" tab. You need only to provide the per unit price. The PennBid Program will automatically calculate the extended price (no math errors). You can update any line item without affecting the rest of your bid.
 - a. Important Note 1.** Upon request only, bidders will need to submit other documents in original form and signatures to the agency within three (3) business days after the bids are opened. Documents such as the paper bid bond, non-collusion affidavit, responsible Contractor's Certification, etc. will be requested prior to award.
 - b. Important Note 2.** If the PennBid Program is idle for 50 minutes, a logout warning will appear. If bidder does not acknowledge that they want to continue working, they will be

logged out and bidder's data will not be saved or submitted.

- 24. How to Submit Your Bid.** The Bid tab contains the electronic bid form. All per Unit Price fields must be filled out. To no-bid a line item, insert a zero (0). PennBid will automatically complete the line extensions and bid totals. At the bottom of the page, check the Verification Statement and click Submit Bid. Completed bid form can be printed or saved to Excel by clicking the icons in the middle of the bid form page.
- 25. Submitting Documents with Electronic Bid.** An electronic copy of the documents listed above is to be submitted with the electronic bid. To attach these documents complete the following:
- a. Fill out required documents and scan to create a single electronic file or save as a single zipped folder containing all documents.
 - b. From the Bid tab, click on "browse", (middle of the page), then click on the file or zipped folder name. The file will be attached to your bid submission when the "Submit Bid" button is clicked.
 - c. **Important Note 3.** When uploading a proposal or other document, the maximum individual file size is 20 Megabytes.
- 26. Verifying That Your Bid Was Submitted.** If submitted properly, you will receive an acknowledgement appearing in the middle of your screen stating "Your bid has been submitted."
- 27. Withdrawing Your Bid.** You may withdraw your bid anytime up to the bid due date and time by simply clicking on Withdraw Bid, located at the bottom of the Bid tab.
- 28. Help Guides.** There are several Help Guides available from the PennBid Home Page.
- 29. Additional Support.** If additional support for the PennBid Process is needed, Click on the "Contact Us" button located at the upper right of each PennBid screen or call PennBid at 610-732-4224.

APPENDIX B – General Conditions
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

Article 1 – Definitions

- a) The Contract Documents consist of all documents of this Request for Proposal, including all modifications thereof incorporated in the documents before their execution.
- b) The terms “Owner” and “Township” as used herein, refers to Middletown Township, County of Bucks, Pennsylvania.
- c) The term “Contractor” as used herein, refers to the individual firm, partnership, co-partnership or corporation who is mentioned as such in the agreement and is hereafter treated as of the singular number and masculine gender.
- d) The term “Work” of the contractor or Sub-Contractor includes labor or materials or both.

Article 2 – Documents

The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. The Township will decide as to the meaning or intent of any portion of the specifications or plans, and where the same may bound obscure or in dispute (s)he will have the right to correct any errors or omissions therein. All work that may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, will be executed and furnished by the Contractor as if described in both ways; and should any incidental work or material be required which is not denoted in the specifications or plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof the Contractor is to understand the same to be implied and required and will perform all such work and furnish all such materials fully as if they were particularly delineated or described and without extra cost to the Owner.

Article 3 – Contractor’s Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can be in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after the execution of this contract will affect or modify any of the terms or obligations herein contained.

Article 4 – Changes in the Work

The Township will have the right to make alterations in the plans or in the character of the work as may be considered necessary or desirable from time to time to complete fully and perfectly the construction, provided such alterations do not change materially the original plans and specifications and such alterations will not be considered a waiver of any condition of the contract nor to invalidate any of the provisions thereof.

Should such alterations in the plans result in an increase or decrease in the quantity of work to be performed, without a change in character, the Contractor will accept payment in full for the contract unit prices for the actual quantities of work done. Should such alteration in the character of the work be productive of increased cost or result in decreased cost to the Contractor, a fair and equitable sum therefore to be agreed upon in writing by the Contractor and the Township and approved by the Owner

before such work is begun will be added or deducted from the contract price as the case may be. Where a change involved the omission and addition of similar work such work omitted will be deducted from that added before any profit is computed. No allowance will be made for anticipated profits.

Article 5 – Extra Work

No bill or claim for extra work or materials will be allowed or paid unless the doing of such extra work or furnishing of such extra material will have been authorized in writing and signed by the Township.

If the Contractor will proceed with such extra work after receiving the written authority therefore, as herein before provided, then such extra work will be controlled by all of the terms and provision of this Contract, subject to such prices as are agreed upon and fixed by the Owner as herein before provided.

If the Contractor will fail or decline to perform such extra work as authorized in writing as aforesaid, the Owner may then arrange for the performance of the work in any manner it may see fit, the same as if the Contract has not been executed and the Contractor will not interfere with such performance of the work or the Owners may withhold payment of all estimates until the Contractor's refusal or failure is eliminated. Any extra cost to the Owner by reason of the Contractor's failure or refusal to perform such extra work will be deducted from the amount due to the Contractor under the terms of the Contract.

Article 6 – Inspection

All work and materials will be at all times subject to the inspection of the Township Manager and/or his/her duly authorized representative. The Contractor will provide reasonable and necessary facilities for such inspection. If any work should be covered up without the approval or consent of the Township, if required by him, it will be uncovered for examination at the Contractor's expense.

Article 7 – Equipment, Appliances and Employees

Unless otherwise specified, all equipment will be of acceptable quality and in compliance with the Vehicle Dedication Affidavit. The Contractor will, if required, furnish satisfactory evidence as to the kind and quality of equipment. The equipment used on any portion of the work will be such that no injury to adjacent property or highway will result from its use.

The Contractor will employ such superintendents, foremen and workmen as are careful and competent and the Township may demand the dismissal of any person employed by the Contractor in, about or upon the work, who will be guilty of misconduct or be incompetent or negligent in the due and proper performance of duties or who neglects or refuses to comply with the directions given and such person will not be employed again thereon without the written consent of the Township. Should the Contractor continue to employ or again employ such person, the Owner may withhold all estimates, which are or may become due or the Engineer may suspend the work until such orders are complied with. All applicable fees and penalties previously defined in this bid shall apply.

Article 8 – Supervision

The Contractor will give efficient supervision to the work using his best skill and attention.

Article 9 – Royalties and Patents

The Contractor will pay all royalties and license fees entailed by the use of any patented equipment, materials or methods of construction. (s)he will defend all suits and claims for infringement

of any patent rights and will save the Owner harmless on account thereof, including any costs, counsel fees or any other expense to which the Owner may be put by reason of this failure to defend such suit or suits.

Article 10 – Permits, Licenses and Certificates

The Contractor will procure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work. (S)he will obtain and furnish the Engineer all required certificates for work for which certificates are issued. The Contractor will pay all State, County, Township, and Pubic Utility fees for permits, licenses, taxes, etc.

Article 11 – Damages to Property

In case any direct or indirect injury is done to existing street or underground structures, sewers, mains, etc., or to public or private property of any kind or to any materials or fixtures by or because of the work, in consequence of any act or omission on the part of the Contractor, his employee or agents, the Contractor, at his own cost and expense, except when hereinafter specified otherwise, will restore such structures, property, materials, etc. to a condition equal or similar to that existing before such damage or injury was done by repairing, rebuilding or otherwise as may be directed by the Township or will make good such damage or injury in a satisfactory manner.

Article 12 – Contractor's Liability

The work in every respect from the execution of the Contract Bond and during its progress until final acceptance will be under the charge and in care of the Contractor and at his risk. (s)he will properly safeguard against any or all injury or damage to the public, any property, material or thing, except where stipulated otherwise in the specifications and will alone be responsible for any damage or injury from his undertaking of this work to any person or thing connected therewith. (s)he will indemnify and save harmless the Trustee for Bondholders and the Owner and all its officers, agents and employees from all suits or actions at law of any kind, including all costs, attorney's fees and any expense whatsoever in connection with this work and will, if required, show evidence of settlement of any such action before final payment is made by the Owner.

Article 13 – Workmen's Compensation Act

The Contractor will accept, insofar as the work covered by this contract is concerned, the provisions of the Workmen's Compensation Act of 1915 and any supplements or amendments thereto, including any which may hereafter be passed and will insure his liability hereunder or file with the Engineer a Certificate of Exemption from Insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry and all contracts with sub-contractors will contain the obligation given above, insuring that they likewise will be bound in like manner. The Contractor will at all times indemnify and save harmless the Owner from all claims for Workmen's Compensation which may be made by any of the employees of the Contractor or by any of the employees of any subcontractor to whom the contractor may have let the performance of any part of the work embraced on this contract and the contractor will appear for and defend the Owner against any and all such claims.

Article 14 – Observance of laws

The Contractor, at all times, will observe and comply with all Federal and State Laws and a local Ordinances and regulations, which in any manner affect the conduct of the work and all such orders or decrees as exist at present and those which may be enacted late by bodies or tribunals having any jurisdiction or authority over the work and will indemnify and save harmless the Owner and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

Article 15 – Sanitary Accommodations

The Contract will provide and maintain in a neat and sanitary condition, such necessary accommodations for the use of his employees as may be approved by the Township and satisfactory to the sanitary authorities. No public nuisance will be committed.

Article 16 – Serving Notices

Any notice to be given to the Contractor under this Contract will be deemed to be served if the same be delivered to the man in charge of any office used by the Contractor or his Superintendent or agent at or near the work or deposited in the Post Office, postpaid, addressed to the Contractor at his last know place of business.

Article 17 – Subletting or Assigning Contract

The Contractor will not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of the work provided for therein, except for the furnishing of materials or of his right title or interest therein to any person or for corporation without the consent of the Township.

No such assignment or subcontract, even though thus consented to will relieve the Contractor from his liability under the Contract for the performance and completion of the work by the time and in the manner contracted for.

The provision of the Contract as to performance by the Contractor will apply to any subcontractors, his officers, agents or employees of the subcontractor in all respects as if (s)he and they were employees of the Contractor and the work and material furnished by the Contractor.

The Contractor will as soon as practical, after executing the Contract, notify the Township in writing of the names of subcontractors proposed for the work and will not employ any that the Township may within a reasonable time object to as incompetent or unfit.

Article 18 – Rights of Various Interests

Whenever work being done by Contractors or forces is contiguous to work covered by the Contract; the respective rights of the various interests involved will be established by the Township to secure the completion of the various portions of the work in general harmony.

Article 19 – Delays and Extensions of Time

If the Contractor is delayed in the completion of the work by any cause beyond his control, then the time stated in the Agreement for the completion of the work may be extended with approval of the Township.

No allowances will be made for the expense to the Contractor due to idle equipment or forces during such delay.

Article 20 – Quantities

The quantities given for total price work are to be divided across the number of dwelling units. The prices submitted will be applied to the completed work actually done and the Contractor paid accordingly. Should the addition of any stops be added within a year, they will be prorated for the amount due within the first year of pickup.

Article 21 – Discrimination Between Employees

The Contractor agrees:

- a) That in the hiring of employees for the performance of work under this Contract or Sub-Contract hereunder, no Contractor, Sub-Contractor nor any person acting on behalf of such Contractor or Sub-Contractor will by reason of race, creed or color discriminate against any

citizen of the Commonwealth of Pennsylvania or of these United States who is qualified and available to perform the work to which the employment relates.

- b) That no Contractor, Sub-Contractor, nor any person on his behalf will in any manner, discriminate against or intimidate any employee hired for the performance of work under his contract on account of race, creed or color.
- c) That there may be deducted from the amount payable to the Contractor under this a penalty of five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- d) That the Contract may be canceled or terminated by the Purchaser and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this portion of the Contract.

APPENDIX C – Instructions to Bidders
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

BILLING ADDRESS

MIDDLETOWN TOWNSHIP
3 MUNICIPAL WAY
LANGHORNE, PA 19047

INSTRUCTIONS TO PROPOSERS

Proposals will be considered as conclusive evidence of complete examination of specifications and samples.

1. Proposals shall be submitted and accepted electronically via the PennBid sealed bid/proposal Program. (www.PennBid.net)
2. All documents within the PennBid “Documents” section for this solicitation refer to each other and together constitute a whole Request for Proposal Document.
3. The document entitled “PennBid, Instructions to Proposers”, provides additional details on which documents are to be submitted electronically.
4. Middletown Township (hereinafter referred to as “Township”) reserves the right to reject any or all proposals or parts thereof, as deemed to be in the best interest of the Township. Proposals may be rejected if they show any omission, alterations of form, additions or deductions not called for, conditional or uninvited alternate proposals, or irregularities of any kind. However, the Township reserves the right to waive any defects or irregularities in proposals.
5. It is understood that the parties making proposals accept the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

FORM OF CONTRACT

6. The successful submitter will be required to execute a written contract with the Township within twenty (20) days after notice of acceptance of his/her proposal. No proposals or award shall be considered binding upon the Township unless and until the contract documents are properly executed by both parties.

FAILURE TO EXECUTE CONTRACT

7. In the case of the successful submitter failing or refusing to execute a formal contract as required within twenty (20) days after notice of acceptance of his/her proposal, the Township’s acceptance of his/her proposal will be revoked, and all obligations of the Township in connection herewith will be cancelled. The Township, at its discretion, may award the contract to any responsible submitter, or reject all proposals.

SPECIFICATIONS

8. These specifications are intended to cover the furnishing of all material and the performance of all work that may be required or necessary for the complete performance of the contract and the successful submitter will be reminded to do all things that may be necessary to complete the work within the purview of these specifications. Where plans accompany certain sections of the specifications, these shall be considered a part of these specifications.

INTERPRETATION OF SPECIFICATIONS

9. Should a submitter discover discrepancies in the specifications, the matter shall be at once brought to the Township, and the discrepancies corrected by written agreement before proceeding further.
10. The Township, on written request by submitter(s) through the PennBid system, will give all explanations, interpretations and instructions required under these specifications.
11. Equipment and/or parts to be furnished shall be new, first-class or shall meet with the approval of the Township or its designated representative.
12. All equipment shall conform to the requirements of these specifications and any equipment condemned by the Township as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

EXTRA WORK

13. No extras or additional work will be allowed or paid for unless the Township orders such extras or additional work in writing and the price fixed and agreed upon before such work is performed.

ADDITIONS OR DEDUCTIONS

14. The Township shall have the right, without invalidating the contract, to make additions or deductions from the work covered by these specifications, and in case such deductions or additions are made, an equitable adjustment of the addition or deduction in cost shall be made between the Township and the successful proposer, but must be agreed to in writing.

DISPOSAL OF MATERIALS, SUPPLIES, ETC., NOT APPROVED

15. Submitters shall understand that when materials, supplies, etc., have been delivered to the job which do not comply with specifications and/or have not been approved as a deviation from or substitution of OEM specifications, the Selected Firm will, upon notification, immediately remove from the premises any such condemned materials, supplies, etc. and replace them with materials, supplies, etc. in full accordance with the specifications.

INDEMNIFICATION BY SUCCESSFUL SUBMITTER

16. The successful submitter agrees to indemnify and save harmless the Township and its representative from all suits or actions of every nature and description brought against it or its employees on account of the use of patented or copyrighted appliances, products, or processes, with legal protection.
17. The successful submitter shall execute a standard Hold Harmless Agreement and a Waiver of the Right to File Mechanics' Liens.

INSURANCES {See Also "Contractor Insurance Requirements"}

18. The Township shall be named as Additional Insured on all required insurance coverages as respects operations and activities of, or on behalf of, the named insured, performed under contract with the Township.
19. The successful submitter shall furnish proof of Workers' Compensation and Employers' Liability insurances in the statutory amounts prescribed by the Commonwealth of Pennsylvania as well as proof of Comprehensive General Liability insurance and Comprehensive Automobile Liability insurance in the amounts prescribed in this bid package. The Township shall be named as an additional insured under all coverages, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Township, its agents and employees.

20. All such insurance coverages shall not be cancelled, reduced in coverage or limits, or non-renewed during the contract term until forty-five (45) days prior written notice has been given to the Township Manager.
21. All insurance certificates shall be supplied to the Township before issuance of the notice to proceed with work under the contract is given by the Township.
22. Comprehensive General Liability policies shall include Premises/Operations; Actions of Independent contractors; Products/Completed Operations (to be maintained for two {2} years after completion of work); Contractual Liability (including protection for the contractor from claims arising out of liability assumed under the contract, and including Automobile Contractual Liability); Personal Injury Liability (including coverage for offenses related to employment); Explosion, Collapse or Underground Hazards; and Broad Form Property Damage Liability (including Completed Operations).
23. Comprehensive Automobile Liability policies shall include Uninsured Motorists coverage.
24. The successful submitter shall require all subcontractors to maintain during the term of this contract all insurance coverages listed herein in the same manner as specified for the Selected Firm.

PAYMENTS

25. The successful submitter shall submit an invoice itemizing any charges that may be due, based upon the service plan selected. After approval of the invoice by the Board of Supervisors, payment shall be made to the successful bidder within thirty (30) days.

EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAXES

26. The Township of Middletown is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts. NOTE: This provision shall not apply to construction, repair and/or maintenance contracts whereunder Submitter purchases supplies, materials and/or equipment and includes costs thereof in computation of his/her bid or proposal.

COLLUSIVE PROPOSALS

27. The proposal of a Submitter or Submitters who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such a manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive submission. The Township may reject the proposals of any collusive Submitter upon the submission opening. However, nothing in this section shall prevent a Submitter from superseding a proposal by a subsequent proposal delivered prior to the submission opening which expressly revokes the previous proposal.

WITHDRAWAL OF PROPOSALS

28. Submitters may withdrawal proposals at anytime up to submission opening by clicking "Withdraw Bid" in PennBid. Requests for withdrawal of proposals after submission opening shall be made in accordance with Commonwealth of Pennsylvania Act No. 4 of 1974 (73 P.S. 1601).

TERMINATION FOR DEFAULT

29. The successful proposer agrees to provide all contractual reports and perform all services required under the contract in a timely and good and workmanlike manner and to the satisfaction of the Township or its appointee. In the event it is determined by the Township that reports are not provided and the work is not performed in such timely and/or workmanlike

manner, the Township may terminate for default immediately upon written notice, by Certified Mail.

CONTRACT PERIOD

30. The term of the Agreement will be for five (5) years.

**APPENDIX D – Solid Waste & Recycling Ordinance
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

The Middletown Township Solid Waste & Recycling Ordinance, as amended, can be viewed online at <https://ecode360.com/13022391>.

APPENDIX E – Bonding & Insurance
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

1. Bonds

- A. Each bidder must submit a Bid Bond in the amount of \$10,000. This bond must be submitted with the Proposal.
- B. Bid Bonds for apparently unsuccessful bidders will be returned promptly after the opening of bids. The Bid Bond for the apparently successful bidder will be held until all bonding and insurance requirements of the specifications have been met.
- C. The apparently successful bidder must submit a Performance and a Labor and Material Payment Bond, both in the amount of not less than One Hundred (100%) percent of the total bid for the first year of the period of performance. These bonds must be submitted by the Contractor on or before the date for the Award of Contract.
- D. All bonds submitted under the terms of this Contract must be issued by companies authorized to do business in the Commonwealth of Pennsylvania. All bonds must be in the form set forth in these specifications.
- E. The Owner will not execute the Agreement until all required bonds have been received and approved by the Owner and the Engineer.
- F. At completion of the project, the contractor will submit a Maintenance Bond for two (5) years in the amount of 10% of the total cost at the end of the contract.

2. Insurance

- A. The Contractor is required to maintain Worker's Compensation Insurance in the amounts required by law, for all employees employed at any site under this Contract. In no event will the amount of the policy be less than \$1,000,000 each accident/employee: Bodily Injury by Accident; Bodily Injury by Disease; Bodily Injury by Disease.
- B. The Contractor is required to maintain General Liability, Auto Liability, Employer Liability and Umbrella Insurance in amounts not less than that shown below:
 - a. Commercial General Liability (\$2,000,000 each)
 - i. Each occurrence
 - ii. General Aggregate
 - iii. Products/completed operations aggregate
 - iv. Pollution
 - b. Business auto liability- \$2,000,000
 - c. Employer Liability- \$1,000,000 each
 - i. Each accident for bodily injury by accident
 - ii. Each injury by disease
 - d. Umbrella/Excess Liability (\$5,000,000 each)

- i. Each occurrence
 - ii. Aggregate other than products/completed operations and auto liability
 - iii. Products/completed operations aggregate

- C. The Contractor will be liable and responsible, until final acceptance of the work, for any and all losses of life or injuries to workers or any official or other authorized visitors to the work or to other persons and for all damages and injuries to all buildings, machinery, water course or waterways, materials and appliances and for all damages to any and all public, corporation or private property which may be occasioned by or occur in consequence of the work of the Contractor and full conformity to all of the specific requirements herein will not relieve Contractor from the said liability and responsibility. The Contractor will assume all risks whatsoever as to all damages from the natural elements, fire, flood, trespass and from any and all other causes and will substantially protect accordingly all materials both before and after installation.

- D. Any Subcontractors that may be employed will carry the same kind of liability insurance in amounts not less than that required of the Contractor under the Specifications. Furthermore the insurance; policy will protect the Owner and the Engineer (to the extent allowed by the law) from claims arising from the execution of the work under the Contract and under "Special Items" on the Certificate of Insurance. The Certificate will contain the statement "Additional Insureds: (Owner's Name).

- E. Within seven (7) calendar days from the mailing of the Notice of Acceptance, the Contractor will submit copies of all policies and Certificates of Insurance for all coverages detailed above. The Certification of Insurance must clearly stipulate that the insurer will notify both the Owner and the Engineer, in writing, ten (10) days prior to the cancellation of the policy. The Owner will not execute the Notice to Proceed until all required insurance policies and certifications have been approved by the Owner and the Engineer.

- F. The Contractor will indemnify and hold harmless the Owner and the Engineer of all claims made by employees of either the Contractor or Subcontractor arising from the execution of work required under this Contract.

**APPENDIX F - Performance Bond with Corporate Surety
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

KNOW ALL MEN BY THESE PRESENTS, that we the Undersigned

Contractor Name and Address

as Principal and _____

Surety Company & Address

a Corporation organized and existing under the laws of the State of Pennsylvania as Surety are held and firmly bound to Middletown Township in the full sum of _____ Dollars, (\$ _____), lawful money of the United States of America, to be paid to the above Township or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, THE ABOVE BOUNDED principal has entered into contract with the above Township, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW THEREFORE, the condition of this obligation is such that if the above Principal, as Contractor, will in all respects comply with and faithfully perform the terms and conditions of said contract, including the Specifications and Conditions referred to and made a part thereof and such alterations as may be made in said Specifications as therein provided and will well and truly and in a manner satisfactory to the Township fulfill an obligation as therein set forth, then this obligation will be void but otherwise the same will be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval of the Township or the Principal to the other, will not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS THEREOF, THE SAID Principal and Surety have duly executed this bond under Seal, pursuant to due and legal action authorizing the same to be done on

Date of Bond

Contractor:

By: _____

Printed Name

Signature

Title: _____

Surety Company:

By: _____

Printed Name

Signature

Title: _____

Seal:

Witnessed or Attested By:

By: _____

Printed Name

Signature

Title: _____

**APPENDIX G - Maintenance Bond
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

KNOW ALL MEN BY THESE PRESENTS THAT _____
Contractor

as Principal, and _____
Bonding Company as Surety, are

held and firmly bound unto the _____
as Obligee, hereinafter called the Owner, in the sum of _____ Dollars,
(\$ _____), for the payment of which sum the Principal and Surety bind themselves and
each of them, their and each of their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presence.

Sealed with our seals and dated this _____ day of _____, 2024.

WHEREAS the Principal entered into a Certain Contract for Construction with the Owner, dated
_____ in accordance with the plans and specifications as set forth herein for the project
herein described.

WHEREAS, under said Contract, the Principal guarantees for a term of five (5) years from date of
acceptance of the work by the Owner, to maintain the stability of all materials, equipment and work and
to promptly make good and replace all poor or inferior materials, equipment and work and to remedy all
defects in materials, equipment or workmanship, all shrinkage, settlement or other faults of any kind
whatsoever arising there from, at his or their own expense and to the satisfaction of the Owner, when
notified in writing so to do by the Owner, and

WHEREAS, under said Contract, the Principal may, to secure the said guarantee, deposit with the
Owner, an acceptable Surety Bond for the faithful performance of said guarantee; and

WHEREAS the Owner is willing to pay the aforementioned monies including the retained
percentage upon being indemnified by these presents,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal will
maintain the stability of all material, equipment and work and will promptly make good and replace all
poor or inferior materials, equipment and work and will remedy all defects in materials, equipment or
workmanship, all shrinkage, settlement, or other faults of any kind whatsoever arising therefrom, at his
or their own expense and to the satisfaction of the Owner when notified in writing to do so by the
Owner for a term of five (5) years from the date of the final acceptance thereof by the Owner, and if the
Principal will indemnify the Owner against any loss or damage by reason of the failure of the Principal so
to do, then this obligation is to be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, and it is hereby expressly agreed that if at any time default will be made
in performance of the terms and the conditions of this bond above specified, then, and in such event,
we do by these presents empower the Owner's Solicitor, or any attorney of any court of record in the
State, or elsewhere, to appear for us and each of us and confess judgment against us for the said sum

above mentioned, with costs of suit and release of errors, and we do hereby waive the right of inquisition on any real estate, and authorize the Prothonotary to enter our voluntary condemnation of the same and authorize the same to be sold upon a writ of fieri facias. We also waive the right of all laws now made or hereafter to be made exempting real or personal property from levy and sale and execution.

This bond will become effective on the date on which Owner will accept the work provided in said contract, and nothing herein will impair or lessen to any extent the obligations of the Principal and Surety under and by virtue of the performance bond heretofore entered into by them.

Signed, Sealed and Delivered in Quadruplicate,

This _____ day of _____, 2024

Individual Principals, sign here:

In the presence of:

_____ (SEAL)
_____ (SEAL)

Corporate Principals, sign here:

Attest:

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

Surety, sign here:

Witness:

Attorney-in-Fact
_____ (SEAL)

APPENDIX H – Nondiscrimination Clause
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

During the term of the contract, contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap.

- B. Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, or handicap. Such affirmative action shall include, but is not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

- C. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

- D. Contractor shall, in advertisements or request for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or handicap.

- E. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.

- F. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

- G. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under this nondiscrimination clause, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

H. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

I. Contractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency for purpose of investigation to ascertain compliance with the provisions of this clause. If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

J. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

K. Contractor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.

L. Contractor obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

APPENDIX I – Township Street Map
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania

Middletown Township owns approximately 137.77 linear miles of roads, inclusive of roads connecting to private residences, commercial businesses, and major traffic thoroughfares. A detailed street map of the Township can be found on the Township's website at the following link:

https://www.middletownbucks.org/Community/Township-Info/Maps/mt_roads_township-1

**APPENDIX J – Solid Waste, Recycling, and Yard Waste Tonnages by Year, 2020-2023
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

Year	Month	Solid Waste (Tons)	Recycling (Tons)	Yard Waste (Tons)
2020	January	1,217.34	100.28	41.03
2020	February	1,049.95	193.09	0
2020	March	1,460.53	259.67	0
2020	April	1,431.30	247.17	563.23
2020	May	1,630.64	282.22	563.49
2020	June	1,932.29	287.53	320.7
2020	July	1,953.62	257.34	252.51
2020	August	1,991.73	238.17	340.77
2020	September	1,603.77	280.81	350.93
2020	October	1,889.47	290.16	332.36
2020	November	1,724.27	264.58	497.16
2020	December	1,709.81	333.65	96.34
2021	January	1,422.47	87.87	26.66
2021	February	1,099.45	250.35	0
2021	March	1,415.13	292.24	0
2021	April	1,613.30	260.54	370.84
2021	May	1,706.80	290.98	394.95
2021	June	1,979.26	322.08	352.9
2021	July	1,942.01	288.72	271.72
2021	August	1,822.83	333.05	307.11
2021	September	1,643.21	243.3	395.77
2021	October	1,603.39	250.8	292.33
2021	November	1,875.94	304.06	392.84
2021	December	1,813.52	294.36	221.7
2022	January	1,420.81	255.17	38.4
2022	February	1,093.33	227.86	0
2022	March	1,456.22	229.71	0
2022	April	1,690.15	235.87	254.39
2022	May	1,725.32	286.46	421.19
2022	June	1,511.63	267.07	385.11
2022	July	1,695.84	224.57	201.75
2022	August	1,780.45	306	182.55
2022	September	1,617.45	279.09	211.54
2022	October	1,654.87	257.9	226.06
2022	November	1,768.29	278.16	319.1
2022	December	1,648.39	290.3	97.87

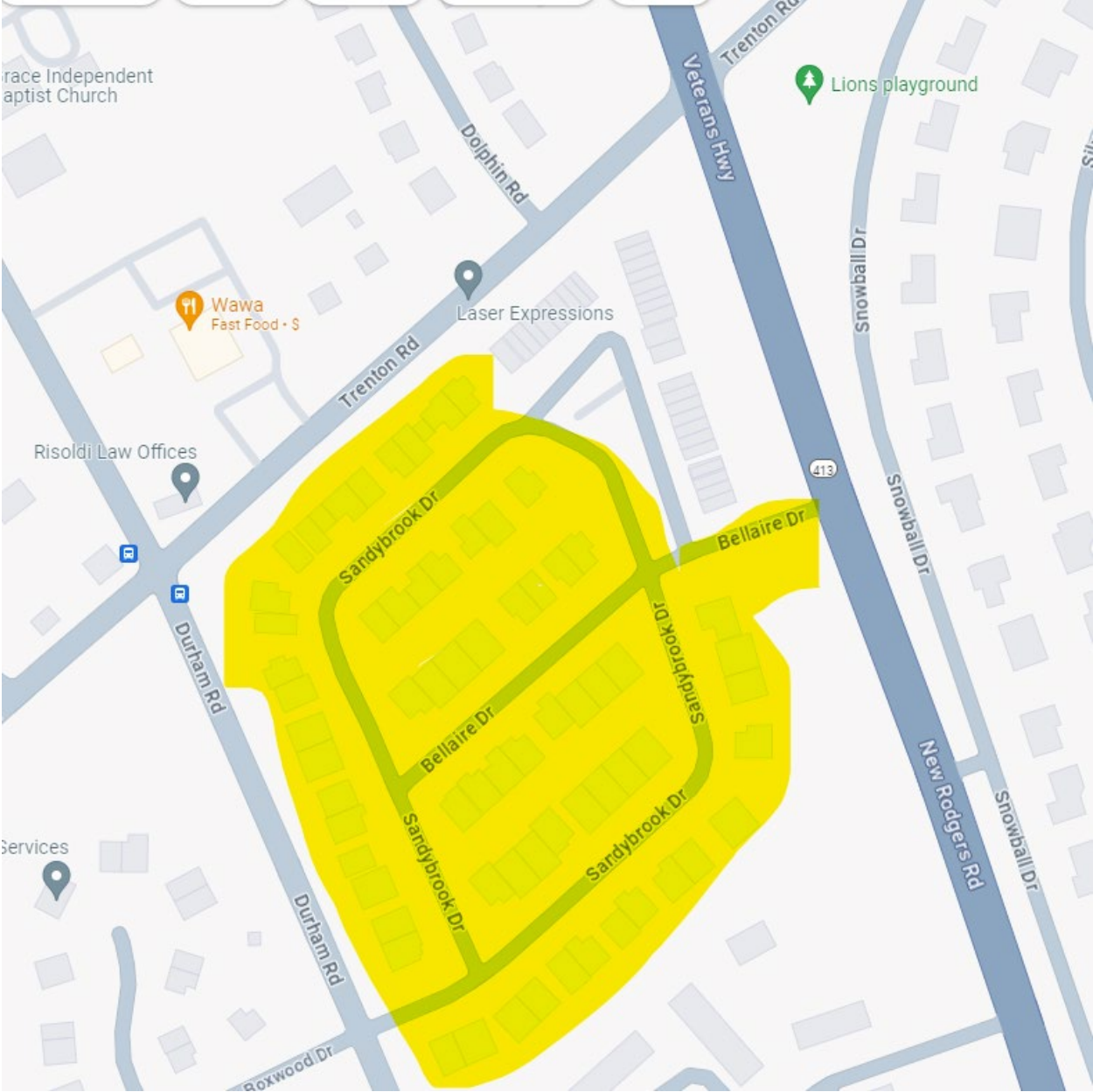
Year	Month	Solid Waste (Tons)	Recycling (Tons)	Yard Waste (Tons)
2023	January	1,361.84	251.56	23.35
2023	February	1,245.02	210.77	0
2023	March	1,405.25	233.9	0
2023	April	1,416.99	234.16	349.26
2023	May	1,562.13	290.25	438.61
2023	June	1,534.69	259.96	204.47
2023	July	1,569.11	283.23	217.62
2023	August	1,576.98	244.75	338.3
2023	September	1,407.13	282.69	213.86
2023	October	1,363.39	259.47	296.23
2023	November	1,467.44	229.38	463.86
2023	December	1,558.29	253.56	129.81

Year	TOTAL	Solid Waste (Tons)	Recycling (Tons)	Yard Waste (Tons)
2020	ALL YEAR	19,594.72	3,034.67	3,358.52
2021	ALL YEAR	19,937.31	3,218.35	3,026.82
2022	ALL YEAR	19,062.75	3,138.16	2,337.96
2023	ALL YEAR	17,468.26	3,033.68	2,675.37

**APPENDIX K – Townhome/Condominium Communities to Receive Manual Waste Collection
Collection, Transportation, & Disposal of Residential Solid Waste, Recyclables, & Yard Waste
Township of Middletown, Bucks County, Pennsylvania**

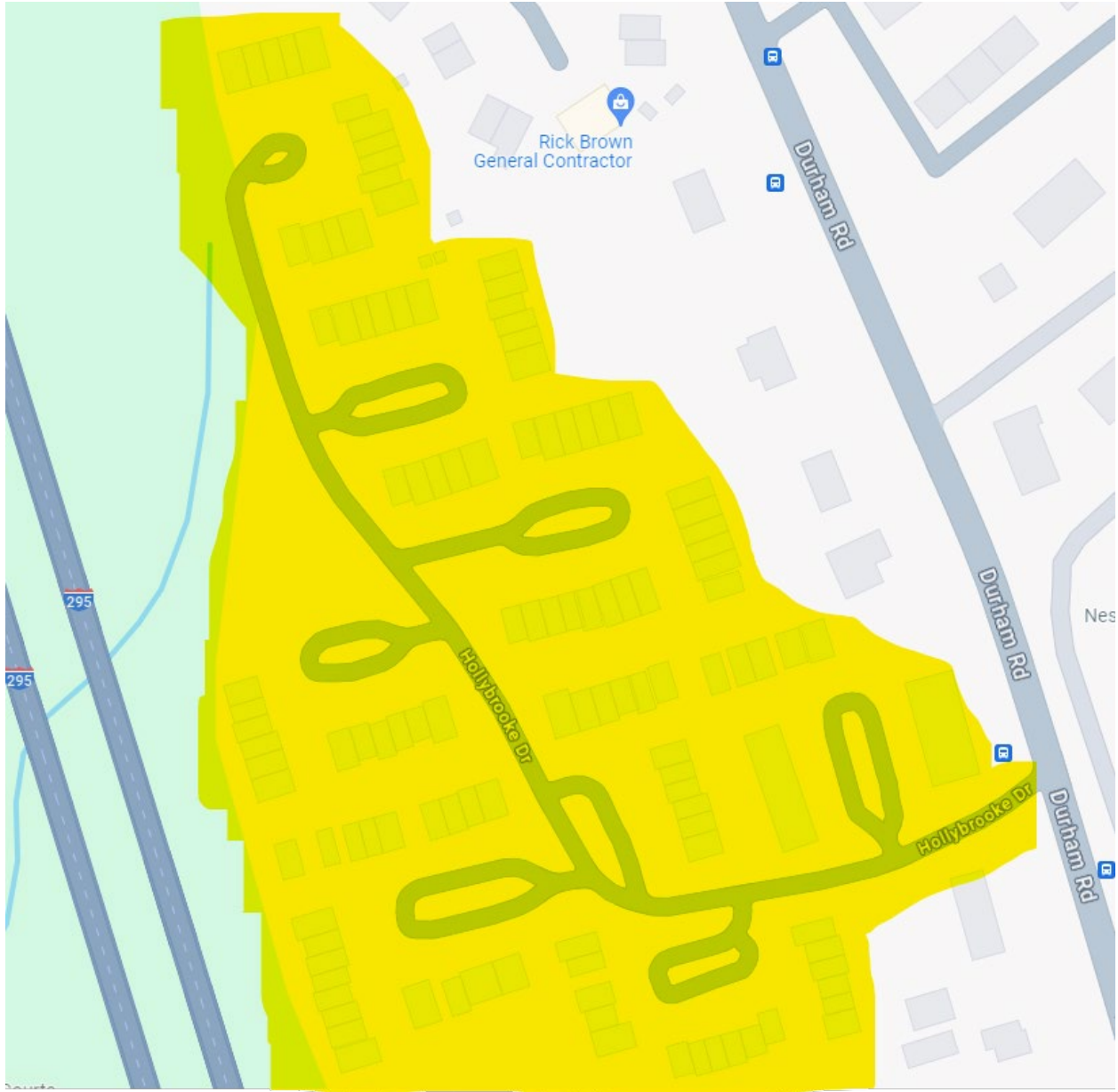
VILLAS AT MIDDLETOWN (APPROX. 144 DWELLINGS)

Accessible from SR 413 (Veterans Highway) and Durham Road



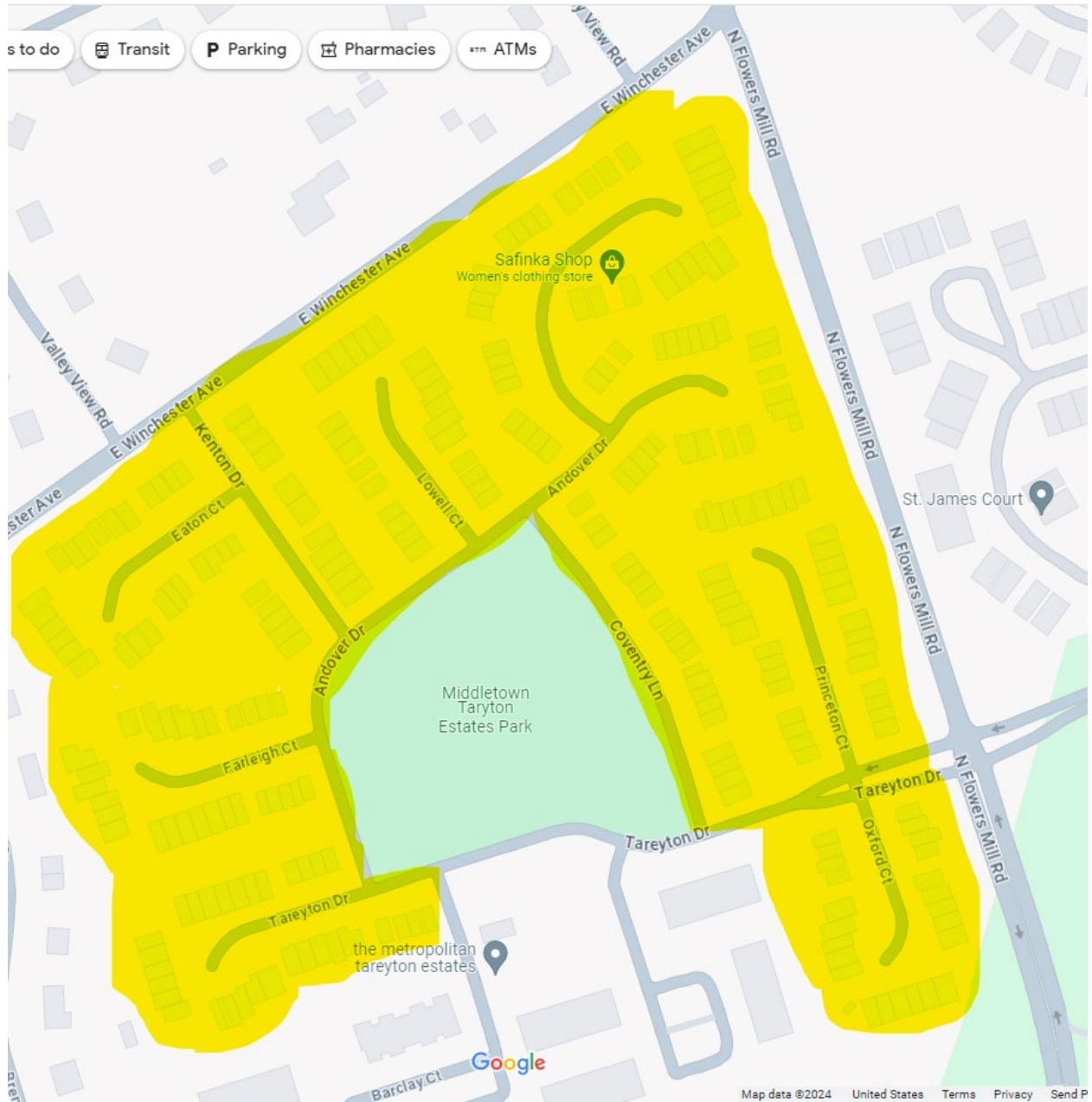
HOLLYBROOKE (APPROX. 135 DWELLINGS)

Accessible from Durham Road



TAREYTON (APPROX. 265 DWELLINGS)

Accessible from E. Winchester Avenue and N. Flowers Mill Road



2025-2029 Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection, Transportation, and Disposal Contract

ADDENDUM #1 • May 30, 2024

A. Section 3.7 (pages 6 & 7) – Section should read as follows (changes highlighted):

3.7 Alternate #6 - Bid a five (5) year contract – Automated Twice a Week Collection – Bulk Once a Week – Contractor Owned Carts

Curbside collection of **11,688** residential properties **solid waste** **twice** a week, ...

B. Section 3.8 (pages 7) – Section should read as follows (changes highlighted):

3.8 Alternate #7 - Bid a five (5) year contract – Automated Twice a Week Collection – Bulk Once a Month – Contractor Owned Carts

Curbside collection of **11,688** residential properties **solid waste** **twice** a week, ...

C. Section 3.9 (pages 7) – Section should read as follows (changes highlighted):

3.9 Alternate #8 - Bid a five (5) year contract – Automated Twice a Week Collection – Bulk Once a Week – Township Owned Carts

Curbside collection of **11,688** residential properties **solid waste** **twice** a week, ...

D. Section 3.10 (pages 8) – Section should read as follows (changes highlighted):

3.10 Alternate #9 - Bid a five (5) year contract – Automated Twice a Week Collection – Bulk Once a Month – Township Owned Carts

Curbside collection of **11,688** residential properties **solid waste** **twice** a week, ...

E. Attachment C-9 (page 46) – Attachment has been corrected to reflect solid waste twice a week collection (see revisions in item C above). *Revised Attachments C-1 through C-10 have been uploaded into PennBid.*

F. Section 37.1 – Performance Bond (page 31) – The value of the performance bond shall be equal to the contract value of Year 1 for the selected bid alternate. For example, if the contract value is \$1,000 in Year 1; \$2,000 in Year 2; \$3,000 in Year 3, etc.; a \$1,000 Performance Bond shall be maintained for the duration of the contract period. **Language in Section 37.1 should be disregarded and language from Attachment B, Section 6 (page 35) should be referred to.**

SOLID WASTE & RECYCLING BIDS - OPENED JUNE 14, 2024

	As-Is	Manual - New Bulk	1x Auto, As-Is Bulk, Contractor Carts	1x Auto, New Bulk, Contractor Carts	1x Auto, As-Is Bulk, Twp Carts	1x Auto, New Bulk, Twp Carts	2x Auto, As-Is Bulk, Contractor Carts	2x Auto, New Bulk, Contractor Carts	2x Auto, As-Is Bulk, Twp Carts	2x Auto, New Bulk, Twp Carts
WASTE MANAGEMENT	C-1 BASE	C-2 ALT 1	C-3 ALT 2	C-4 ALT 3	C-5 ALT 4	C-6 ALT 5	C-7 ALT 6	C-8 ALT 7	C-9 ALT 8	C-10 ALT 9
2025	\$ 7,546,165.44	\$ 7,447,820.16	\$ 5,554,306.56	\$ 5,196,153.60	\$ 5,803,839.36	\$ 5,395,779.84	\$ 7,124,895.36	\$ 7,026,550.08	\$ 7,359,749.76	\$ 7,259,936.64
2026	\$ 7,885,236.48	\$ 7,783,955.52	\$ 5,803,839.36	\$ 5,429,540.16	\$ 6,065,114.88	\$ 5,639,441.28	\$ 7,446,352.32	\$ 7,342,135.68	\$ 7,690,013.76	\$ 7,587,264.96
2027	\$ 8,240,453.76	\$ 8,133,301.44	\$ 6,065,114.88	\$ 5,674,669.44	\$ 6,338,133.10	\$ 5,893,377.60	\$ 7,781,019.84	\$ 7,673,867.52	\$ 8,036,424.00	\$ 7,927,803.84
2028	\$ 8,610,349.44	\$ 8,500,261.44	\$ 6,338,133.12	\$ 5,930,073.60	\$ 6,624,361.92	\$ 6,157,588.80	\$ 8,131,833.60	\$ 8,018,809.92	\$ 8,397,512.64	\$ 8,284,488.96
2029	\$ 8,997,859.20	\$ 8,881,899.84	\$ 6,624,361.92	\$ 6,195,752.64	\$ 6,922,333.44	\$ 6,435,010.56	\$ 8,497,325.76	\$ 8,379,898.56	\$ 8,776,215.36	\$ 8,657,320.32
5-YEAR TOTAL	\$ 41,280,064.32	\$ 40,747,238.40	\$ 30,385,755.84	\$ 28,426,189.44	\$ 31,753,782.70	\$ 29,521,198.08	\$ 38,981,426.88	\$ 38,441,261.76	\$ 40,259,915.52	\$ 39,716,814.72
JP MASCARO	C-1 BASE	C-2 ALT 1	C-3 ALT 2	C-4 ALT 3	C-5 ALT 4	C-6 ALT 5	C-7 ALT 6	C-8 ALT 7	C-9 ALT 8	C-10 ALT 9
2025	\$ 10,562,576.64	\$ 10,562,576.64	\$ 10,138,370.88	\$ 10,138,370.88	\$ 10,138,370.88	\$ 10,138,370.88	\$ 10,812,109.44	\$ 10,812,109.44	\$ 10,812,109.44	\$ 10,812,109.44
2026	\$ 10,955,957.76	\$ 10,955,957.76	\$ 10,467,167.04	\$ 10,467,167.04	\$ 10,467,167.04	\$ 10,467,167.04	\$ 11,168,794.56	\$ 11,168,794.56	\$ 11,168,794.56	\$ 11,168,794.56
2027	\$ 11,510,801.28	\$ 11,510,801.28	\$ 10,947,150.72	\$ 10,947,150.72	\$ 10,947,150.72	\$ 10,947,150.72	\$ 11,676,667.20	\$ 11,676,667.20	\$ 11,676,667.20	\$ 11,676,667.20
2028	\$ 12,119,954.88	\$ 12,119,954.88	\$ 11,479,976.64	\$ 11,479,976.64	\$ 11,479,976.64	\$ 11,479,976.64	\$ 12,240,317.76	\$ 12,240,317.76	\$ 12,240,317.76	\$ 12,240,317.76
2029	\$ 12,792,225.60	\$ 12,792,225.60	\$ 12,071,516.16	\$ 12,071,516.16	\$ 12,071,516.16	\$ 12,071,516.16	\$ 12,865,617.60	\$ 12,865,617.60	\$ 12,865,617.60	\$ 12,865,617.60
5-YEAR TOTAL	\$ 57,941,516.16	\$ 57,941,516.16	\$ 55,104,181.44	\$ 55,104,181.44	\$ 55,104,181.44	\$ 55,104,181.44	\$ 58,763,506.56	\$ 58,763,506.56	\$ 58,763,506.56	\$ 58,763,506.56
WHITETAIL DISPOSAL	C-1 BASE	C-2 ALT 1	C-3 ALT 2	C-4 ALT 3	C-5 ALT 4	C-6 ALT 5	C-7 ALT 6	C-8 ALT 7	C-9 ALT 8	C-10 ALT 9
2025	\$ 9,926,740.60	\$ 9,728,215.92	\$ 6,487,235.92	\$ 6,246,159.23	\$ 6,487,235.92	\$ 6,246,159.23	\$ 8,371,130.27	\$ 8,178,487.80	\$ 8,371,130.27	\$ 8,178,487.80
2026	\$ 10,224,542.82	\$ 10,020,062.40	\$ 6,681,853.00	\$ 6,433,544.00	\$ 6,681,853.00	\$ 6,433,544.00	\$ 8,622,264.17	\$ 8,423,842.43	\$ 8,622,264.17	\$ 8,423,842.43
2027	\$ 10,582,401.82	\$ 10,370,764.58	\$ 6,915,717.85	\$ 6,658,718.04	\$ 6,915,717.85	\$ 6,658,718.04	\$ 8,924,043.42	\$ 8,718,676.91	\$ 8,924,043.42	\$ 8,718,676.91
2028	\$ 11,005,697.89	\$ 10,785,595.16	\$ 7,192,346.57	\$ 6,925,066.76	\$ 7,192,346.57	\$ 6,925,066.76	\$ 9,281,005.16	\$ 9,067,423.99	\$ 9,281,005.16	\$ 9,111,017.38
2029	\$ 11,500,954.30	\$ 11,500,954.30	\$ 7,516,002.16	\$ 7,236,694.77	\$ 7,516,002.16	\$ 7,236,694.77	\$ 9,698,650.39	\$ 9,475,458.07	\$ 9,698,650.39	\$ 9,521,013.16
5-YEAR TOTAL	\$ 53,240,337.43	\$ 52,405,592.36	\$ 34,793,155.50	\$ 33,500,182.80	\$ 34,793,155.50	\$ 33,500,182.80	\$ 44,897,093.41	\$ 43,863,889.20	\$ 44,897,093.41	\$ 43,953,037.68