

Lower Mount Bethel Township

2026 Municipal Solid Waste Collection and Disposal and Recycling Bid Documents

**Bid Due Date: 14th day, October, 2026 12:00 at noon,
Eastern Daylight Savings Time**

**TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

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**SECTION 1
TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

INSTRUCTIONS TO BIDDERS

1.0 Submission and Meeting Schedule:

Questions and Interpretations: Questions may be forwarded in writing to the Township as follows or by telephone:

Lower Mount Bethel Township
Attention: Melissa Mastrogiovanni, Township Manager
PO Box 257
2004 Hutchison Avenue
Martins Creek, PA 18063
(610) 252-5074
Email: manager@lowermtbethel.org

Verbal responses provided to any bidder shall be non-binding and shall be provided for information purposes only.

Pre-Bid Meeting: A mandatory Pre-Bid Meeting will be held at the Centerfield Building located at 6984 S. Delaware Drive, Martins Creek, PA 18063, on the 28th day, September, 2026 at 10:00 a.m. local time, to review the:

Instructions to Bidders – Section 1	(1)
Contract Definitions – Section 2	(10)
General Conditions – Section 3	(14)
Bid Document Checklist – Section 4	(27)
Legal Notice – Bonds – Section 5	(28)
Bid Proposal Form – Section 6	(29)
Authority to Submit Bid & Good Standing Affidavit – Section 7	(34)
Non-Collusion Affidavit – Section 8	(35)
Questionnaire – Section 9	(36)
PSATS CDL Program Compliance Statement - Section 10	(40)
ADA Compliance Agreement - Section 11	(41)
Contract Form	(42)
Exhibit “A” – Report of Tons Collected in Lower Mount Bethel Township in Recent Years	(46)

Attendance at the Pre-Bid Meeting will be required for a bid to be considered. The Pre-Bid meeting will provide bidders an opportunity to ask questions concerning the bidding documents. Failure by a bidder to have a representative present at that meeting shall result in disqualification and rejection of the bid.

Bid Submission: All proposals must be submitted to the Township Manager, at the Township Office Building, 2004 Hutchison Avenue, PO Box 257, Martins Creek, PA 18063, no later than 14th day, October, 2026 at 12:00 pm noon, local time.

Public Opening: All proposals will be publicly opened and read aloud at the Centerfield Building, 6984 S. Delaware Drive, Martins Creek, PA 18063, on 14th day, October, 2026 at 1:00 pm, local time.

Award: The Township intends that the Contract shall be awarded within sixty (45) days following the date the proposals are publicly opened and read.

Award of Single Contract: The Township intends to award a single contract for hauling of residential municipal solid waste and residential recyclables based on the “Total Prices – Residential Municipal Solid Waste Collection & Residential Recyclables Collection” for the Optional Bid and Contract Term selected by the Township for collection services in the Bid Proposal Form (Section 6, see also Section 1.13, Page 8). The Township will not award a separate contract for municipal solid waste collection and a separate contract for recyclables collection.

1.1 Preparation of the Proposal:

All proposals must be prepared and signed by the Bidder on the forms attached hereto. All blank spaces in each proposal form together with appropriate schedules must be completed in ink or typewritten, in both words and figures (refer to Section 1.13 and the Price Sheets). The proposal submitted by a bidder on the forms attached hereto shall be referred to as a “Proposal.” Blank price sheets in “WORD” electronic format will be furnished to each bidder for their convenience in preparing the Proposal.

If a price or sum already entered by the bidder on the Proposal Form is to be altered, it shall be crossed out in ink and the new price or sum entered above or below it, and initialed by the bidder in ink. For all proposals, prices as written out in words shall govern over prices written out in figures.

Each proposal, together with all other required forms, must be submitted in a sealed envelope bearing on the outside the name of the bidder, address of the bidder, and plainly marked "PROPOSAL FOR MUNICIPAL SOLID WASTE COLLECTION AND RECYCLING COLLECTION FOR THE TOWNSHIP OF LOWER MOUNT BETHEL." If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal and submitted in accordance with the provisions herein.

The Instructions to Bidders constitute only an invitation to submit a responsive and responsible Proposal to Lower Mount Bethel Township. The Township specifically reserves the right:

(1) to determine in its sole discretion whether any aspect of a Proposal satisfactorily meets the criteria established herein;

(2) to request additional information from any bidder to investigate and ascertain the bidder's capability, reliability, and responsibility to perform hereunder;

(3) to waive defects in any proposal that the Township considers to be immaterial;

(4) to reject any or all proposals with or without cause;

(5) to re-advertise for new proposals;

(6) to reject any proposal which appears to be unbalanced, fraudulent, deceptive, misleading, unfair, not in good faith, or which takes undue advantage of the Township or the Contract; and

(7) to take any action which the Township deems appropriate.

Any proposal may be withdrawn prior to the above scheduled time for the opening of Proposals. Any Proposal received after the time and date specified shall not be considered.

1.2 Proposal Security:

Each Proposal must be accompanied by a bid bond or cashier's check ("Proposal Security") payable to the Township in an amount equal to ten (10%) percent of the Bidder's highest 5-year Total Price for either of the "Optional Lump Sum Bids" set forth on the Bid

Proposal Form (Section 6) as a guarantee on the part of the bidder that the bidder will, if called upon to do so, accept and enter into a Contract on the attached form (or if allowed by the Township, such other form as may mutually be agreed upon by the Township and the selected bidder), to perform the work covered by such Proposal at the prices stated therein and to furnish a corporate surety for the Contractor's faithful and entire fulfillment of the Contract. The bid bond shall comply with the requirements of Section 5- Legal Notice - Bonds of this Contract.

The Proposal Security will be returned to unsuccessful bidders within ten (10) days after the Township and the Successful bidder have executed the Contract. If no bidder's Proposal has been selected within ninety (90) days after the date of the opening of Proposals, then all bidders' Proposal Security shall be returned.

1.3 Intent of Bid:

The Township is seeking alternate bids from each bidder for pricing under a three (3) year contract and under a five (5) year contract. It is the intent of the Township of Lower Mount Bethel that the Successful Bidder shall be the only collector of Residential Municipal Solid Waste and Residential Recycling paid or contracted by the Township, and that use of the Successful Bidder's services shall be mandatory for all Residential Establishments in the Township. For periodic or extraordinary accumulation of Municipal Solid Waste, however, the owners and occupants of residential establishments shall be permitted to haul the accumulation in their own vehicles to an approved landfill site, subject to fees established by the disposal site operator, and providing they comply with health and other applicable governing regulations and restrictions. The Township shall not be responsible to enforce the requirement that every person or residential establishment shall be a customer or use the collection services of the Contractor. The payments to the Contractor shall not be affected by the failure or refusal of a Residential Establishment to use the Township's MSW and Recyclables collection service.

1.4 Entry into the Contract:

The Contract shall be deemed as having been awarded when a formal notice of award has been delivered to the Successful Bidder either in person by the Township or mailed by the Township to the Successful Bidder by certified mail, return receipt requested. The Successful Bidder shall, within fifteen (15) days after notification of award, enter into and execute three (3) copies of the written Contract with the Township (a copy of the Contract Form is attached). The Successful Bidder/ Contractor shall comply in all respects with the terms and conditions of the Contract and obligations thereunder, including the specifications.

1.5 Failure to Enter into the Contract

If the bidder ignores or refuses the formal notice of award, or if the bidder fails or refuses to enter into the Contract and/or file the bond as security for faithful performance per Section 3.12 within fifteen (15) days of the notice of the award, then the bidder will be considered to have abandoned all rights and interests in the award, and bidder's Proposal Security shall be declared forfeited to the Township as liquidated damages and the award may then be made to the next lowest, responsive and qualified bidder or the work re-advertised for Proposals, as the Township may elect in its sole discretion.

1.6 Power of Attorney:

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney which effectively provides the necessary legal authority to execute all such documents.

1.7 Scope of Work:

The work under this Contract shall consist of the items contained in the Proposal identified at paragraph 1.1 above, including all incidentals necessary to fully complete said work in accordance with the Contract, and shall incorporate all referenced documents. The quantity of MSW and Recyclables collected in the Township in recent years is stated in Exhibit "A" - Report of Tons Collected in Lower Mount Bethel Township in Recent Years to the Contract Documents, subject to the disclaimers therein.

1.8 Conditions:

Each bidder shall become fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the General Conditions. All municipal solid waste and recyclables produced, collected, and transported within the jurisdictional limits of the Township shall be to the extent permitted by law, either recycled or disposed of at a state-permitted disposal site(s) as designated by the Northampton County Municipal Waste Management Plan.

The failure or omission of the Successful Bidder to receive or examine any form, instrument, addendum, or other document or to become acquainted with conditions existing shall in no way relieve the Successful Bidder of any obligations with respect to the Contract. The Township shall make all such documents available to the bidders.

The Successful Bidder shall assume all risks and responsibilities and shall complete the

work in and under the conditions encountered or created without extra cost to the Township.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract and will be deemed to be included in the Contract as though written out in full in the Contract.

1.9 Addenda and Explanations:

Explanations desired by a prospective bidder shall be requested of the Township in writing. If the Township decides that an explanation is necessary, then a reply shall be made in the form of an Addendum, a copy of which shall be forwarded to each bidder. Every request for such explanation shall be in writing addressed to the Township. Any verbal statements regarding the same by any person previous to the award shall be considered to have been made without authority and is not binding.

Addenda issued to prospective bidders prior to the receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) calendar days before the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instruction will be in the form of written Addenda, which, if issued, shall be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals. The Township may elect to send any written Addendum to prospective bidders by fax or electronic mail to such contact as is provided for such purposes by each prospective bidder.

1.10 Name, Address, and Legal Status of the Bidder:

The Proposal must be properly signed in ink and the address of the bidder given. The legal status of the bidder, whether a corporation, LLC, partnership, or individual, shall also be stated in the Proposal.

A Corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership shall give full names and addressee of all partners. Partnership and individual bidders will be required to state in the Proposal the names of all persons interested therein. An LLC shall

execute the Proposal by its duly authorized member/manager in accordance with its operating agreement and shall also list the state in which its Articles of Organization were filed. In the case of a bidder being an entity organized under the laws of any other state, the bidder must submit evidence that the bidder is licensed to do business in Pennsylvania, such as a copy of the registration of such bidder with the Commonwealth Department of State, Bureau of Corporations and Charitable Organizations.

The place of residence of each bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after the signature of the individual or authorized representative. The address must include a physical street address where service of legal process and actual delivery can be made.

If the bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal and provide the information required herein.

Anyone signing a Proposal as an agent of another or others must submit with his/her Proposal legal evidence of his/her authority to do so. Such evidence of authority is subject to approval by the Township Solicitor.

1.11 Competency of the Bidder:

The opening and reading of the Proposal shall not be construed as an acceptance of the bidder as a qualified, responsible bidder. The Township reserves the right to determine the competence and responsibility of a bidder from its knowledge of the bidder's qualifications and from other sources.

The Township will require submission with the Proposal of supporting documentation regarding the qualifications of the bidder in order to determine whether he/she/it is a qualified, responsible bidder. The bidder will be required to furnish the following information sworn to under oath by him/her on the forms provided herein:

- (1) A questionnaire requiring an itemized list of the bidder's equipment available to fulfill contractual obligations.
- (2) Evidence of bidder's authority to submit its bid, including evidence that the bidder is in good standing in the Commonwealth of Pennsylvania, and in the case of an entity organized under the laws of any other state, evidence that the bidder is licensed to do business in Pennsylvania.

- (3) A non-collision affidavit.
- (4) Such additional information as will satisfy the Township that the bidder is adequately prepared to fulfill the Contract.

In the sole discretion of the Township, a bidder may satisfy any or all of the experience and qualification requirements of this section by submitting the experience and qualifications of its parent corporation and subsidiaries of the parent.

1.12 Disqualification of Bidders:

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of its Proposal:

- (1) Evidence of collusion among bidders.
- (2) Lack of competence as revealed by either financial statements, experience or equipment statements submitted or other sources.
- (3) Lack of responsibility as shown by past work, judged from the standpoint of performance.
- (4) Default on a previous municipal contract or failure to perform.

1.13 Basis of the Proposal and Award:

Proposals with respect to Residential Municipal Solid Waste collection and disposal and Recycling are solicited based on prices for those services as stated in the Bid and Contract Documents. The Contract will be awarded on the basis of the lowest lump sum total price for the combination of Optional Bid and Contract Term that is selected by the Township. If the Township selects one of the Optional 3-year Contract Terms, and if the Successful Bidder has also offered prices for Contract Years 4 and/or 5, then those price(s) shall be optional prices, which shall remain firm, valid, irrevocable, fixed, and subject to acceptance by the Township, until sixty (60) days before the start of the respective Contract Year, but the Township shall not be bound to such prices or to those Contract Years until the Township affirmatively accepts them in writing. Provided, that the price for Contract Year 5 shall not be valid unless the Township previously accepts the price for Contract Year 4. Any such acceptance shall be served by Certified or Registered Mail, return receipt requested, or by nationally recognized

overnight courier such as Federal Express. The rates as written out in words in the Proposal shall govern (see Section 1.1 – first and second paragraphs, and Section 6 - second and third pages).

1.14 Method of Award:

The Township reserves the right to accept any Proposal or to reject any or all proposals, and waive informalities or irregularities in any proposal. In particular, any alteration, erasure, or interlineations of the contract documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Township, unless in conformance with Section 1.1, second paragraph.

1.15 Township Policy:

At various locations throughout this document, concepts are included for informational purposes only. These concepts are noted with a notation of “Township Policy” or similar designation. These concepts are not to be considered part of the Township’s obligation to a bidder. Rather, these concepts are included for background informational purposes and the Township may choose, in its discretion, not to enforce Township Policies. By way of example but not limitation, the document notes that waste receptacles are to be placed at the curbside no earlier than 6:00 p.m. the night before the collection day. As a Township Policy, this shall in no way bind the Township to the Contractor.

**SECTION 2
TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

CONTRACT DEFINITIONS

2.0 Definitions

a. Apartment: A building arranged, designed, and intended for occupancy by four (4) or more families living independent of each other, each doing its own cooking therein which independent families are each tenants of a common owner. An Apartment shall not include townhouse units which are part of the same structure (i.e., row of townhouses) and occupied by four (4) or more families where said four (4) or more units are not in common ownership.

b. Automated Collection: The collection of Municipal Solid Waste and/or Recyclables at curbside through the process of using an electronic and/or mechanical arm to lift and empty Carts into the collection truck without the use of manual labor. The successful bidder shall provide automated toters to each resident at no charge to the township.

c. Bin: Metal or plastic receptacle designed to be lifted and emptied mechanically for use only at commercial, industrial, and institutional establishments.

d. Bulky Waste: Stoves, refrigerators, water tanks, washing machines, furniture, dead animals, and automobile parts with all fluids removed (e.g., engines, transmissions, etc.), where any of the foregoing has a weight or volume greater than those allowed for bins, Carts and/or containers, as the case may be, and other waste materials other than construction refuse (defined herein).

e. Bundle: Tree, shrub or brush trimmings, construction refuse, or newspaper and magazines securely tied together forming an easily handled package not exceeding three feet in length or 50 pounds in weight.

f. Cart: A plastic container of approximately 65-gallon capacity, equipped with wheels, handles and a tight-fitting, non-detachable cover. Carts shall be capable of curbside Municipal Solid Waste and Recycling collection. Cart weight, when full, shall not exceed manufacturer's weight maximum. The term Cart is occasionally used interchangeable with the term "Toter".

g. Commercial Establishment: Any establishment engaged in a non-manufacturing or non-processing business including, but not limited to, stores, markets, office buildings, restaurants, shopping centers, apartment buildings of four (4) or more residential dwellings, theaters, and churches.

h. Construction Refuse: Scrap lumber, pipe, and other construction materials from construction or remodeling which consists of no more than one bundle or container.

i. Container: A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by vermin and/or vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. Township policy – the weight of the container and its contents should not exceed 60 pounds.

j. Contract Documents: The Notice to Bidders, Instructions to Bidders, Contract Definitions, General Conditions, Bid Document Checklist, Legal Notice – Bonds, Bid Proposal Form – Collection and Disposal of Municipal Solid Waste and Recyclables, Authority to Submit Bid & Evidence of Good Standing Affidavit, Non-Collision Affidavit, Questionnaire, PSATS CDL Program Compliance Statement, ADA Compliance Agreement, and the Contract, any addenda issued hereafter, and any changes to the foregoing documents agreed to by the parties hereto.

k. Contract Year: Any year for the performance of the Contract, commencing on November 1 and ending on October 31 of the following year.

l. Contractor: The person, corporation, LLC, partnership, or other legal entity performing Municipal Solid Waste or Recycling removal or disposal within the Township.

m. Curb: The edge of the roadway or physical curb, whichever is applicable.

n. Dead Animals: Animal or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

o. Demolition Refuse: Lumber, pipes, bricks, masonry, and other construction materials from razed structures.

p. Disposal: Incineration, disposition, injection, dumping, spilling, leaking, or placing of Municipal Solid Waste into or on the land or water in a manner that the waste or a constituent of the waste enters the solid environment, is admitted into the air, or is discharged to the waters of the Commonwealth of Pennsylvania or of the United States of America.

q. Disposal Site: Any state-permitted site, facility, location, area, or premises to be used for the disposal of Municipal Solid Waste.

r. Fully-automated Collection: The process by which automation is used to collect all Municipal Solid Waste and/or all Recyclables from a Residential Establishment using only Carts at curbside.

s. Garbage: All animal and vegetable wastes attending or resulting from the handling, dealing, storing, preparation, cooking and/or consumption of foods.

t. Hazardous Waste: Any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or Pennsylvania Department of Environmental Protection to be "Hazardous" as the term is defined by or pursuant to Federal or Commonwealth Law.

u. Industrial Establishment: Any establishment engaged in the manufacturing or processing including, but not limited to, factories, foundries, mills, processing plants refineries and the like.

v. Institutional Establishment: Any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools, and universities.

w. Leaf Waste: Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

x. Manual Collection: The process by which individual(s) manually empty curbside Carts and/or containers, dumping the contents into the hauling truck and returning the empty Cart and/or containers to the curbside.

y. Mobile Home Park: A parcel of land under single ownership for the placement of mobile homes to be used for non-transient dwelling purposes. Mobile home parks will be considered residential establishments with each mobile home unit being considered a separate residential establishment.

z. Municipal Solid Waste or MSW: Any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semi-solid or contained gaseous material resulting from the operation of residential, municipal, commercial, industrial or institutional establishments and from community activities, and trace amounts of hazardous waste normally found in household trash, garbage or refuse, and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial, industrial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility (Pennsylvania Solid Waste Management Act 97, Sec. 103). The term does not include source-separated recyclable materials, "leaf waste" or grass clippings.

aa. New Residential Establishment: A new residential establishment is a residential establishment that is occupied for the first time following the advertising of the bid solicitation by the Township.

bb. Partially Automated Collection: The process by which the Contractor utilizes automation to collect Carts containing either Municipal Solid Waste and/or Recyclables and uses Manual Collection for any other containers containing Municipal Solid Waste and/or Recyclables.

cc. Processing: Any technology used for the purpose of reducing the volume or bulk of Municipal Solid Waste or any technology used to convert and/or segregate part or all of such waste materials for off-site re-use. Processing facilities and resource recovery facilities.

dd. Producer: Any occupant of a commercial, industrial, institutional, or residential establishment who generates Municipal Solid Waste.

ee. Recyclables or Recyclable Materials: Refuse utilized or marketed for reuse or reprocessing rather than being disposed of in a disposal site. Bids for recyclables collection shall be based upon single stream recycling collection, also known as “fully commingled” or “single-sort” recycling.

ff. Refuse: Means the collective term applying to all garbage, rubbish, recyclables, ashes, construction and demolition refuse from residential establishments.

gg. Residential Establishment: Any premises utilized primarily as a single-family residential dwelling unit.

hh. Storage: The containment of any Municipal Solid Waste on temporary basis in such manner as not to constitute disposal of such waste. The containment of any Municipal Solid Waste for a period in excess of one (1) year shall be conclusively presumed to constitute disposal.

ii. Successful Bidder: The qualified and responsive bidder whose lowest- price Proposal is accepted by the Township.

jj. Township: The Township of Lower Mount Bethel, a Second Class Township, located in Northampton County, Pennsylvania.

kk. Transportation: The off-site delivery of any Municipal Solid Waste and/or Recyclables generated at any time from or within the Township.

ll. Yard Waste: Tree limbs, bushes, shrubs, and other plant waste generated by residential, municipal, commercial, industrial, or institutional establishments. Yard waste shall be in bundles or containers not exceeding 3 feet in length and 50 pounds in weight. Individual pieces of Yard Waste shall not exceed these limits and shall not be more than 4 inches diameter.

**SECTION 3
TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

GENERAL CONDITIONS

3.0 Scope of Work: The scope of work under this Contract shall consist of the items contained herein as well as the Successful Bidder's Proposal (identified above at Section 1.1), including all the supervision, materials, equipment, labor, and other items necessary to complete said work in accordance with these General Conditions. The Contract requires the collection, transportation, and disposal and recycling of Municipal Solid Waste and Recyclables from (a) all residential establishments (currently approximately 1,300) in the Township and (b) for Township Services as set forth below. Commercial, industrial, and institutional establishments and public schools are not included in the Contract.

a. **Residential Municipal Solid Waste Collection Service:** Contractor shall provide residential curbside collection of municipal solid waste. The following conditions shall apply:

 i. Schedule: Residential municipal solid waste service shall occur one (1) time per week, year-round.

 ii. Hours: Residential municipal solid waste service shall not start before 6 a.m. or continue after 7 p.m. on the any given day, Monday through Saturday. Exceptions to these collection hours shall be effected only by mutual agreement between the Township and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

 iii. Inclement Weather: Contractor shall contact the Township when a severe weather incident prevents Contractor from collection at the regularly scheduled day and time. The delayed collection shall occur as soon as practicable (as weather permits) as determined by the Township. Contractor shall reschedule the delayed collection with the Township.

 iv. Holidays: The following shall be holidays for the purposes of this Contract: (a) New Year's Day (b) Memorial Day (c) Independence Day (d) Labor Day (e) Thanksgiving Day and (f) Christmas Day. Contractor may decide to observe any or all of the above holidays by suspension of collection on either the holiday or its official day of observance. Should a holiday or its day of observance fall on a regular pick-up day, Contractor shall provide collection services to all affected residential establishments the next day after the holiday.

v. Routes: Contractor shall prepare and publish brochures giving its name, address, and telephone number, rules, complaint procedures, and a description of the collection program, and designating upon what day(s) the Contractor shall provide collection service(s) to each area of the Township. A copy of the brochure shall be left at each and every Residential Establishment in the Township where MSW is collected at least 30 days before the commencement of collections, and again not longer than every six (6) months thereafter [Act 101, Section 1501(d)]. A supply of such brochures shall be kept at the Contractor's office and provided by the Contractor to be kept at the Township Municipal Building.

vi. Carts/Containers:

(1) All Municipal Solid Waste accumulated by the owners or occupants of each Residential Establishment shall be placed in Carts / Containers for collection. The Contractor may elect to utilize Partially Automated Collection or Manual Collection. Fully Automated Collection is not a requirement of the Optional Bids. Instead, each Residential Establishment will be permitted to place both Carts and Containers at curbside for collection. Each Residential Establishment will be provided (by the Township) with a single, 65-gallon Cart for Municipal Solid Waste. Additional 65-gallon Carts for Municipal Solid Waste will be made available to each Residential Establishment for purchase. It is the Township's policy that yard waste which is left for collection must be in a Container or a Bundle. Yard Waste Containers or Bundles shall be limited to two (2) Bundles or Containers per Residential Establishment in a given week. [Township Policy – Carts / Containers shall be located so as to be accessible to the Contractor at ground level and at a point of the curb line of the street or within 10 feet of the public street or alley curb line from which collection is to be made. Carts shall be placed out for collection not earlier than 6:00 p.m. the day prior to scheduled collection.]

vii. Christmas Trees: The Contractor will be responsible for the collection of Christmas Trees, during the period from December 26 through January 31 of each Contract Year.

viii. Leaves: The Contractor will not be responsible for the collection of "Leaf Waste".

ix. Grass: The Contractor will not be responsible for the collection of grass clippings.

b. **Residential Recyclables Collection Service**: Contractor shall provide residential curbside collection of Recyclables. The following conditions shall apply:

i. Schedule: Residential Recyclables collection service shall occur on the weekly frequency pursuant to the Optional Bid which is selected by the Township. Collection

will be on the same day as a regularly scheduled MSW collection for each respective area of the Township.

ii. Hours: Collection hours of Recyclables will be the same as set forth above for residential Municipal Solid Waste collection.

iii. Routes: The route for collection of Recyclables will be the same as set forth above for residential Municipal Solid Waste collection.

iv. Holidays and Inclement Weather: Irregularities in collection will follow the same schedule as set forth above for residential solid waste collection.

v. Contractor shall collect the following recyclables:

- a. Clear glass
- b. Colored glass: green and brown
- c. Plastic: PET (#1) and HDPE (#2)
- d. Aluminum
- e. Steel and Bimetallic cans
- f. Newsprint and junk mail
- g. Magazines and Catalogs
- h. Polycoated Paper Containers
- i. Corrugated Paper and Cardboard
- j. Empty aerosol cans

vi. Additional Recyclables may be added to the above list from time to time at the discretion of the Township Board of Supervisors

vii. Commingling: All Recyclables may be commingled, including newsprint, magazines, corrugated paper, and cardboard which need not be separately bundled.

viii. Electronic Waste: Collection and disposal or recycling of electronic waste (televisions, computers, monitors, batteries, sound systems, microwave ovens, smoke detectors, light bulbs other than incandescent, etc.) is not included in this Contract. The Contractor may - but need not - offer such services outside of the Contract.

ix. Carts / Containers:

(1) The Township will provide suitable recycling Carts for use by residents for storage of Recyclables. Carts (65-gallon size) have been distributed by the Township, one Cart per Residential Establishment. Replacement of Carts is at the residents' own expense. The residents may also use Containers for Recyclables. The Contractor may elect to utilize Partially Automated Collection or Manual Collection.

x. Cleanliness: Contractor and the Township shall mutually establish standards for the preparation and cleanliness of recyclables.

xi. Ownership: Once collected, all recyclables shall be the property of Contractor.

xii. Marketing: Contractor shall have the sole responsibility for marketing all recyclables collected. Recyclables may not be disposed of in any landfill, incinerator, or other disposal site.

xiii. Cooperative Efforts:

1. The Township and contractor shall work cooperatively together in administering an on-going public education program to encourage understanding and participation in the recycling program.

2. The Township and contractor shall jointly design and shall equally divide all costs of producing and mailing educational materials and calendars one (1) time per year, in coordination with the brochure requirement of Section 3.0-a.v.

3. Contractor shall cooperate with the township in formulating and implementing a notification system whereby residents who do not prepare recyclable materials in accordance with the appropriate Township ordinances shall be notified by affixing or delivering to the residence a ticket, sticker, or other device indicating non-compliance.

c. **Residential Bulky Waste and Construction Refuse Service**: Contractor shall provide residential curbside collection of bulky waste and construction refuse. The following conditions shall apply:

i. Bulky Waste: Contractor shall collect bulky waste on regular collection days. Bulky items shall be of a size and weight, which may be reasonably lifted by two persons. All refrigeration units, i.e., air conditioners, freezers, refrigerators, water coolers, dehumidifiers, etc. must be certified as deactivated-free of chlorofluorocarbons (CFF's) and Hydrochlorofluorocarbons (HCF's) as required under the EPA Clean Air Act, Section 608. Bulky Waste shall be limited to one (1) item per week from each Residential Establishment. Mattresses are not required to be collected unless they are wrapped in plastic. It is the Township's policy that residents will be encouraged to call the Contractor not later than the day before when bulky waste items are going to be placed out for pickup.

ii. Construction Refuse: Contractor shall collect construction refuse or debris consisting of a maximum of one (1) container or bundle on regular collection days.

d. **Township Waste Collection Services:** Contractor shall provide the following collection services at no additional cost to the Township:

i. Lower Mount Bethel Township Municipal Garage (8357 N. Delaware Drive, Route 611) and LMBT/Sandts Eddy Fire Department (6426 S. Delaware Drive, Route 611): Provide one 2-yard container at each location, for Municipal Solid Waste, and collect once per week. In the event that the Township Fire Company moves into a new location at any time during the term of the Contract, the Township shall have the right to require an additional 4-yard container for Municipal Solid Waste be placed at the new location of the Fire Company. The Township shall provide the Contractor with written notice of the move. The Contractor shall collect the Municipal Solid Waste from the Fire Company's location once per week.

ii. Lower Mount Bethel Township Municipal Building (Centerfield Building, 6984 S. Delaware Drive, Route 611): provide one 4-yard container for Municipal Solid Waste and collect once per week; provide one 6-yard container for paper recycling and collect once per month; provide one 10-yard container for commingled Recyclables and collect once per month.

iii. Lower Mount Bethel Township Office Building (2004 Hutchison Avenue, Martins Creek)

3.1 Complaint Process: All complaints shall be made directly to contractor. Contractor shall give such complaints prompt and courteous attention.

a. **Missed Collections:** In case of alleged missed scheduled collections, contractor shall investigate immediately and, if such allegations are verified, shall arrange for the collection of the Municipal Solid Waste or Recyclables within twenty-four (24) hours after the complaint is received.

b. **Residential Contact Information:** Contractor shall maintain an office and toll-free number through which it can be contacted by the township's residents. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:00 p.m. on regular collection days. Answering machine or service shall be provided after hours.

c. **Township Contact Information:** Contractor shall have a home/cellular and office telephone number listed in the township office. Contractor shall be available for communication with the proper Township Officials at all times and shall have an "on call" officer available at all times (24 hours per day, 7 days per week).

3.2 Hauling and Disposal Requirements: Contractor shall comply with the following equipment, hauling and disposal requirements:

a. Equipment:

i. Number of Vehicles: Contractor shall provide an adequate number of vehicles for regular collection services.

ii. Repair: Contractor shall keep all vehicles, bins, and other equipment in good repair, good appearance, and in sanitary condition at all times.

iii. Vehicle Identity: Contractor shall ensure that each vehicle has clearly visible on each side the identity and telephone number of the Contractor. Each vehicle collecting Recyclables shall be clearly marked “Recycling” or have words of similar meaning conspicuously displayed.

b. Drivers:

i. CDL: Contractor shall ensure that all drivers have a proper and current commercial driver’s license (“CDL”).

c. Disposal:

i. Disposal Site: All Municipal Solid Waste collected for disposal by contractor shall be hauled to a PA Department of Environmental Protection approved disposal site, which shall be subject to Township approval, which approval shall not be unreasonably withheld.

ii. Charges: The charge for disposal shall be included in the prices set forth in the Proposal.

iii. Compliance with Laws: The Contractor shall comply with all applicable laws, regulations, ordinances, etc. regarding disposal of Municipal Solid Waste and Recyclables.

d. Hauling:

i. All Municipal Solid Waste and Recyclables hauled by Contractor shall be contained, tied, or enclosed such that leaking, spilling, or blowing of the materials are prevented. The Contractor shall comply with all applicable laws, regulations, ordinances, etc. regarding hauling and transportation of Municipal Solid Waste and Recyclables.

3.3 Contract Violation Deductions: The Township has the right to deduct from contractor’s

payments for violations of these conditions.

a. **Violations and Rates:** The following is a list of condition violations and their applicable deduction amounts:

- i. Refuse not collected, per residential establishment, per occurrence:
\$50.00
- ii. Recyclables not collected, per residential establishment, per occurrence:
\$50.00
- iii. Complaint not attended to, per occurrence: \$50.00
- iv. Spilling of any refuse in conveying it from the curb \$150.00
to the truck and failure to immediately clean the street,
per occurrence
- v. Damage to Township property – repair and/or replacement
costs to be billed at fair market rate, plus a 10% administrative fee.
- vi. Failure to submit a quarterly tonnage report within 30 days after the end
of the quarter \$300.00.

b. **Resolution of Violation and Rate Disputes:** A dispute between the Township and Contractor regarding an above deduction shall be decided by the Township Board of Supervisors after hearing the Contractor's response. The decision of the Board of Supervisors on the dispute shall be final and conclusive at the Township level.

3.4 Point of Contact: All dealings, contacts, and communication between Contractor and the Township shall be directed by the Contractor to the Township Manager.

3.5 Compliance with Law: Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided however, that the General Conditions herein stated shall govern the obligations of the Contractor where there exists conflicting Ordinances of the Township on the subject.

3.6 Effective Date: The Contract for hauling and disposal services shall be effective upon execution of the Contract and performance of such Contract shall begin on or about November 1, 2021, with the actual date to be determined by the Township Board of Supervisors.

3.7 Discrimination: Contractor shall not discriminate against any person because of race,

sex, age, creed, color, religion, or national origin.

a. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract.

b. Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Township of Lower Mount Bethel through contracts with outside contractors.

3.8 Indemnity: Contractor will indemnify, hold harmless, defend, and exonerate the Township, and its governing Board, committees and commissions (including the individual members thereof), its elected and appointed officers and officials, and its manager, representatives, advisors, insurers, Engineers, Solicitors, other professional consultants, appointees, employees, agents, independent contractors, and assigns (collectively, the "**Indemnified Parties**") from any and all claims (including claims of the Indemnified Parties' negligence), from any cause whatsoever, actions, awards, verdicts and judgments, cost, expense, damage, injury, or loss, together with reasonable counsel and expert witness fees, pertaining to, relating to, resulting from, caused by, sustained in connection with, based upon or arising out of any act or omission in the performance of this Contract or its specifications and conditions, or arising out of, relating to, or resulting from the actions or omissions, want of care or skill, negligence, or default of the Contractor, its' officers, agents, servants, and employees, including patent infringements, provided, however, that the Contractor shall not be liable for any claims, actions, etc., arising out of a willful or grossly negligent act or omission of the Indemnified Parties. This indemnity shall survive the Contract Years and Term of this Contract.

3.9 Licenses and Fees: Contractor shall obtain all necessary licenses and permits and promptly pay all fees required by the State, County and Local Government Agencies to perform under this Contract. Contractor shall provide the township with proof that contractor has obtained all necessary licenses and permits required from applicable authorities.

3.10 Term & Performance Date: These conditions shall be effective upon execution of the Contract and performance of this Contract for MSW collection and disposal services and

Recycling shall begin on or about November 1, 2026 ("Performance Date"). The actual Performance Date shall be determined by the Township Board of Supervisors. The Term shall begin upon the Performance Date of the Contract and shall end either three (3) years or five (5) years following the Performance Date, as selected by the Township's Board of Supervisors in awarding the Contract to the Successful Bidder.

3.11 Insurance

a. **Evidence of Insurance:** Contractor, prior to executing the contract with the township, shall provide evidence in the form of copies of insurance policies, binders, and endorsements to contractor's policies, acceptable to the township, that the insurance specified below is in full force and effect. Each policy and endorsement shall require that notice by certified or registered mail is given to the Township at least thirty (30) days prior to cancellation or material change in the policies.

i. **Required Insurance:** Contractor shall maintain in full force and effect Worker's Compensation and Employer's Liability, Commercial General, Commercial Auto and Commercial Umbrella Liability insurance, including Contractual Liability coverage for the provisions of the General Conditions. These types of insurance shall be carried in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
1) Worker's Compensation and Employer's Liability	Statutory \$100,000 each accident \$500,000 disease-policy limit \$100,000 disease-each employee
2) Commercial General Liability Personal Injury and Personal Damage Liability	\$1,000,000 each occurrence \$1,000,000 prod. Aggregate \$1,000,000 gen. aggregate \$50,000 fire damage \$5,000 medical expense
3) Commercial Auto Liability Bodily Injury and Property Damage Liability	\$1,000,000 per accident
4) Commercial Umbrella Liability Excess of 1, 2 & 3 above	\$5,000,000 each occurrence \$5,000,000 aggregate

ii. Each binder or policy shall name or be endorsed for the township to be an “additional insured”. The “additional insured” endorsement shall specifically name and state that it includes Lower Mount Bethel Township, and its governing Board, committees, and commissions (including the individual members thereof), its elected and appointed officers and officials, and its manager, representatives, advisors, insurers, Engineers, Solicitors, other professional consultants, appointees, employees, agents, independent contractors, and assigns as additional insureds. All insurance shall be provided on a primary, non-contribution basis, with a waiver of subrogation in favor of Lower Mount Bethel Township, and the policies shall so state or be endorsed to this effect.

3.12 Bond

a. Performance Bond

i. The Contractor shall be required to furnish a Performance Bond as security for the performance of this Contract, within fifteen (15) days after the Township issues notification of award, in the amount of one hundred (100%) percent of the next Contract Year’s price as shown on the Bid Proposal Sheet for the Optional Lump Sum Bid and Contract Term selected by the Township, including the price for Contract Years 4 and 5 if selected by the Township per Section 1.13 – Basis of the Proposal and Award. The bond shall be renewable each year of the Contract. The Performance Bond shall be maintained continuously for the duration of the Contract and any extension of the Contract. If an annual renewal of the Performance Bond is not received by the Township at least thirty (30) days before the expiration or lapse of the Performance Bond, the Township may, in its sole discretion, demand and withdraw or obtain payment of or from the Performance Bond, without any prior notice to Contractor.

ii. Premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond and be delivered to the Township upon each renewal thereof.

iii. The surety in the bond shall be a corporate surety company duly authorized to do business in the Commonwealth of Pennsylvania. The surety shall comply with the requirements of Section 5 - Legal Notice - Bond of this Contract.

iv. Contractor acknowledges that the township’s damages and recourse against the contractor in the event of a default under this contract shall not be limited by the amount of the Performance Bond and that the township shall be entitled to pursue all remedies available at law and in equity for contractor’s breach of the Contract.

3.13 Power of Attorney: Attorneys-in-fact who signs performance bonds must file with each bond a certified and effectively dated copy of their power of attorney which effectively provides the necessary legal authority to execute all such documents, which shall be subject to approval by the Township Solicitor.

3.14 Letter of Credit

a. As an alternative to a Performance Bond, the contractor may furnish the Township with an Irrevocable Letter of Credit from a financial institution satisfactory to the Township. The form of the Letter of Credit shall be satisfactory to the Township. The Letter of Credit shall be in the amount of one hundred (100%) percent of the next Contract Year's Optional Lump Sum Bid price, in accordance with Section 3.12 - Bond, a. Performance Bond. The Letter of Credit shall be renewable each year of the Contract.

b. Cost of said Letter of Credit shall be paid by the Contractor. A certificate evidencing payment of said cost shall accompany the Letter of Credit when presented to the Township.

c. The location of presentation of the Letter of Credit must be in a location in eastern Pennsylvania, within 85 miles of the Township office, such as Philadelphia.

d. If the Contractor elects to provide a Letter of Credit as security, the Letter of Credit shall be maintained continuously for the duration of the Contract and any renewals. If an annual renewal of the Letter of Credit is not received by the Township at least thirty (30) days before the expiration or lapse of the Letter of Credit, then the Township may, in its sole discretion, demand and withdraw or obtain payment of or from the Letter of Credit, without any prior notice to Contractor.

e. Contractor acknowledges that the Township's damages and recourse against the Contractor in the event of a default under this Contract shall not be limited by the amount of the Letter of Credit and that the Township shall be entitled to pursue all remedies available at law and in equity for Contractor's breach of the Contract.

3.15 Method of Payment

a. Collection and Disposal Rates

i. For collection services required to be performed pursuant to Section 3.0, the charges shall not exceed the prices of the Optional Lump Sum Bid selected by the Township, as adjusted in accordance with any appropriate special provisions of the Contract Documents, such as (but not limited to) for New Residential Establishments (see Section 3.20).

ii. Municipal Solid Waste and Recyclables collection charges provided pursuant to Section 3.0 shall include all disposal and recycling costs.

b. **Delinquent and Closed Accounts:** Contractor shall discontinue Municipal Solid Waste and Recyclables collection service to any Residential Establishment as set forth in written notice sent to the Contractor by the Township. Upon further notification by the Township, Contractor shall resume Municipal Solid Waste and Recyclables collection for the next regularly scheduled collection day.

c. **Contractor Billing to Township:** Contractor shall bill the Township for service rendered to Residential Establishments within ten (10) days following the end of each month, and the Township shall pay to the Contractor on or before the 30th day following the end of said month. Such billing and payment shall be based on the prices set forth in the Proposal. It is noted that as an OPTIONAL BID, the Township is seeking proposals giving a discount to the Township if payment is made within ten (10) days of the receipt of a bill by the Township. The discount may be considered in the determination of the award of the Contract, in the sole discretion of the Township.

d. **Transferability of the Contract:** No assignment of the Contract or right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Township, which consent shall not be unreasonably withheld. In the event of any assignment, the Assignee shall assume all responsibilities, duties, and liability of the Contractor.

3.16 Exclusive Contract: The Township shall not contract or pay any other collector of residential Municipal Solid Waste and/or Recyclables to operate within the Township.

3.17 Ownership

Title to Municipal Solid Waste and Recyclables shall pass to Contractor when placed in the Contractor's collection vehicle, or removed by the Contractor from a customer's premises, whichever occurs first.

3.18 Reporting of Tons and Volume Collected

Contractor shall submit to the Township a detailed and documented quarterly report on the weight of Municipal Solid Waste and Recyclables collected in the Township. The volume of Recyclables shall also be included in this report. Individual calculations shall be made for the tonnage of each Recyclable item collected.

This report shall also indicate the market for each Recyclable.

3.19 Private Roadways

The Contractor shall only pick up waste at curbside locations along public roads, unless waived by the Township's Board of Supervisors to expressly authorize the Contractor to collect Municipal Solid Waste and Recycling at curbside locations for New Residential Establishments which are located on private roads. The Township may waive the requirement that pickup for New Residential Establishments be along public roadways in its sole discretion.

3.20 New Residential Establishments

If New Residential Establishments are added during the term of the Contract, the following procedure shall apply. At the time the Township issues a certificate of occupancy for any such New Residential Establishment, the Township shall notify the Contractor. The Contractor shall begin providing service to the New Residential Establishment on the next regularly scheduled pick-up day. The Contractor shall adjust the bill submitted to the Township at the end of each quarter to reflect the addition of any New Residential Establishments added during the preceding quarter in accordance with the price on the Price Sheet. The price shall be per month for each New Residential Establishment and shall not exceed the average price that is obtained by the following calculation: Divide the price for the applicable Optional Lump Sum Bid and Contract Year by the total number of Residential Establishments included in that price per Section 3.0 (1,300 Residential Establishments), and then further dividing that figure by twelve (12) months to arrive at a maximum monthly price for each New Residential Establishment. This price shall not be considered in determining the award of the Contract.

**SECTION 4
TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

**BID DOCUMENT CHECKLIST
TO BE COMPLETED & RETURNED TO THE TOWNSHIP**

Affiant: _____

Name of Bidder: _____

Address Street: _____

City, State, Zip: _____

The undersigned has reviewed the following bid document checklist and affirms that all required documents have been submitted:

Please check each box to indicate whether document is complete and contained in proposal envelope:

- ☐ Proposal Security - Bid Bond or Cashier's Check (Section 1.2)
- ☐ Bid Document Checklist (this Section 4)
- ☐ Legal Notice - Bonds (Section 5)
- ☐ Bid Proposal Form - Collection and Disposal of Municipal Solid Waste and Recyclables (Section 6)
- ☐ Authority to Submit Bid & Evidence of Good Standing Affidavit (Section 7)
- ☐ Non-Collusion Affidavit (Section 8)
- ☐ Questionnaire and Affidavit (Section 9)
- ☐ PSATS CDL Program Compliance Statement (Section 10)
- ☐ ADA Compliance Agreement (Section 11)

Name: _____

Printed Name and Title: _____

Signature: _____

Address: _____

**SECTION 5
TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

LEGAL NOTICE – BONDS

IT IS LOWER MOUNT BETHEL TOWNSHIP'S POLICY THAT IN ALL CASES WHERE A PERFORMANCE AND/OR PAYMENT BOND IS REQUIRED BY A BIDDER, PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA SECOND CLASS TOWNSHIP CODE OR THE PUBLIC WORKS CONTRACTORS' BOND LAW OF 1967, AS EACH MAY BE AMENDED, OR BY A TOWNSHIP CONTRACT. THE BOND MUST BE FROM A BONDING COMPANY THAT HAS A RATING OF "A-" OR BETTER, AND "CLASS IX" OR LARGER, IN THE LATEST EDITION OF THE RATINGS MANUAL PUBLISHED BY THE A.M. BEST COMPANY, OR EQUIVALENT OR SIMILAR RATING BY STANDARD AND POOR'S OR MOODY'S INVESTOR SERVICES. THE SURETY MUST BE AUTHORIZED/LICENSED BY THE PENNSYLVANIA DEPARTMENT OF INSURANCE TO ISSUE PERFORMANCE AND/OR PAYMENT BONDS IN PENNSYLVANIA. THE FORM OF ANY POWER OF ATTORNEY WHICH IS NECESSARY FOR ANY BOND TO BE IN FORCE AND FULLY EFFECTIVE TO PROVIDE THE NECESSARY LEGAL AUTHORITY TO EXECUTE THE BOND SHALL BE CERTIFIED AND EFFECTIVELY DATED AS APPROVED BY THE TOWNSHIP SOLICITOR IN ADVANCE OF THE BID SUBMISSION DATE.

Acknowledged by Bidder:

Name: _____

Printed Name and Title: _____

Signature: _____

Address: _____

**SECTION 6
TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

**BID PROPOSAL FORM
Collection and Disposal of Municipal Solid Waste and Recyclables**

Part 1: Proposal

LOWER MOUNT BETHEL TOWNSHIP: I or we _____
[Name of Affiant]

of _____,
[Name of Bidder] [Complete Street Address]

[City, State, Zip]

hereby agrees:

1. that to best of my knowledge no officer, agent, or employee of the Township of Lower Mount Bethel is personally interested, directly or indirectly, in this proposal and accompanying Contract or the compensation to be paid hereunder; and
2. that I have carefully examined the Contract Documents and thoroughly understand their stipulations, requirements, and provisions; and
3. to provide complete performance in accordance with the Contract, General Conditions, prices listed below, and other conditions on this Bid Proposal Form.
4. that all statements contained in this Proposal and other accompanying documents are true and correct and made with full knowledge that Lower Mount Bethel Township shall rely upon the truth of the statements and assertions contained in this Proposal and other accompanying documents.

Part 2: Bid Tables

Bidders must complete the tables below to establish lump sum and unit prices. The Township reserves the right to add additional New Residential Establishments during the term of the Contract pursuant to the below prices.

Bid tables and pricing sheets are found on the following two pages.

**PRICE SHEET FOR BIDS ON
2027-2030 (3 year) 2031 (4 year) or 2032 (5 year) MSW / RECYCLING COLLECTION CONTRACT
FOR
LOWER MOUNT BETHEL TOWNSHIP
NORTHAMPTON COUNTY, PENNSYLVANIA**

Section 6- Collection of MSW / Recyclables

Prices on this page are based on the number of Residential Establishments in Section 3.0, the number of Carts and Containers for MSW per Section 3.0-a.vi(1), and Carts for Recyclables per Section 3.0-b.xi(1), for each Contract Year as shown. Residents will be permitted to place additional Containers which are not Carts, and/or additional Carts if purchased, at curbside for collection. Years with an asterisk (*) are optional years for which the Bidder need not submit a Proposal if it does not elect to do so. If no bid is given for optional bids or Contract Years 4 and 5, then write "No Bid" in the space provided.

A. OPTIONAL LUMP-SUM BIDS- One (1) collection per week of Residential and Township Municipal Solid Waste together with one (1) collection every other week of Recyclable Materials.

CONTRACT YEAR	PRICE IN WORDS	PRICE IN FIGURES
1		\$
2		\$
3		\$
Total (Years 1-3)		\$
Year 4*		\$
Year 5*		\$
Total (Years 1-5)		\$

Unit Price per New Residential Establishment per month (*in figures only*)

CONTRACT YEAR	PRICE
1	\$
2	\$
3	\$
4*	\$
5*	\$

Discount for payment to Contractor within 10 days after submission of invoice _____%

**PRICE SHEET FOR BIDS ON
2027-2030 (3 year) 2031(4 year) 2032 (5 year) MSW / RECYCLING COLLECTION CONTRACT FOR
LOWER MOUNT BETHEL TOWNSHIP
NORTHAMPTON COUNTY, PENNSYLVANIA**

Section 6- Collection of MSW / Recyclables

Prices on this page are based on the number of Residential Establishments in Section 3.0, the number of Carts and Containers for MSW per Section 3.0-a.vi(1), and Carts for Recyclables per Section 3.0-b.xi(1), for each Contract Year as shown. Residents will be permitted to place additional Containers which are not Carts, and/or additional Carts if purchased, at curbside for collection. Years with an asterisk (*) are optional years for which the Bidder need not submit a Proposal if it does not elect to do so. If no bid is given for optional bids or Contract Years 4 and 5, then write "No Bid" in the space provided.

B. OPTIONAL LUMP-SUM BIDS- One (1) collection per week of Residential and Township Municipal Solid Waste together with one (1) collection every week of Recyclable Materials.

CONTRACT YEAR	PRICE IN WORDS	PRICE IN FIGURES
1		\$
2		\$
3		\$
Total (Years 1-3)		\$
Year 4*		\$
Year 5*		\$
Total (Years 1-5)		\$

Unit Price per New Residential Establishment per month (*in figures only*)

CONTRACT YEAR	PRICE
1	\$
2	\$
3	\$
4*	\$
5*	\$

Discount for payment to Contractor within 10 days after submission of invoice _____%

Part 3: Disposal Certificate

Bidder certifies that all Municipal Solid Waste collected within the Township for disposal shall be disposed of at the following Commonwealth of Pennsylvania permitted Disposal or Process Facilities:

Site Name	Location	Operator	Charge

Part 4: Permit Capacity Certification

I or we _____ of _____
[Name of Affiant] [Name of Bidder]

Certify(ies) that at all times during the performance of the collection of MSW for Lower Mount Bethel Township, Bidder agrees to commit, for use of Lower Mount Bethel Township, sufficient disposal capacity to ensure safe, adequate, and proper service. Bidder also understands and agrees that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Lower Mount Bethel to damages arising therefrom.

Part 5: Bid Proposal Security

A cashier's check or bid bond in the amount of:

(Price in Words)

(\$ _____), representing ten (10%) percent of the highest "Total Price" for Contract Years 1-5 inclusive, is included with this bid / Proposal as required security, as set forth in the Proposal on the Price Sheet.

Part 6: Bid Insurance Certificate Declaration

I _____ of _____
[Name of Affiant] [Name of Bidder]

agree that in accordance with the Contract and General Conditions that I will, prior to executing a contract with the township, provide evidence in the form of copies of policies, binders, and endorsements to policies acceptable to the township that all types and limits of insurance specified in section 3.11 of the General Conditions are in full force and effect.

Signature: _____

Part 7: Signature for Bidder and Notarization

Affix seal if a corporation:

Subscribed and sworn to before me
this _____ day of _____, 2026.

Bidder: _____

Title: _____

Notary Public
My Commission Expires:

Signature: _____

Printed Name: _____

Address: _____

**SECTION 7
TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

AUTHORITY TO SUBMIT BID & GOOD STANDING AFFIDAVIT

I am employed by the firm of _____ ,
[Name of Bidder]

the Bidder submitting the Bid Proposal for the collection and disposal of municipal solid waste

and recyclables for Lower Mount Bethel Township and provision of Carts, and in the capacity as
_____, and I have executed the Bid Proposal with full authority

[Title of Affiant]

to do so.

Additionally, I certify that the Bidder is in good standing in the Commonwealth of

Pennsylvania, or in the case of an entity organized under the laws of any other state, I certify

that the Bidder is licensed to do business in Pennsylvania.

Name of Individual _____

Signature: _____

Printed Name and Title: _____

Address: _____

Date: _____

Subscribed and sworn to before me
this _____ day of _____, 2026.

Notary Public
My Commission Expires:

**NOTE: The Bidder must attach evidence of Authority to Submit Bid
(such as a corporate resolution) and evidence of Good Standing.**

**SECTION 8
TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

NON-COLLUSION AFFIDAVIT

Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise takes any action in restraint of free, competitive bidding in connection with the collection of Municipal Solid Waste and Recyclables and provision of Carts for Lower Mount Bethel Township. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that Lower Mount Bethel Township shall rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the _____.

[Name of Bidder]

Signature: _____

Printed Name and Title: _____

Address: _____

Date: _____

Subscribed and sworn to before me
this _____ day of _____, 2026.

Notary Public
My Commission Expires:

**SECTION 9
TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

**QUESTIONNAIRE
TO BE COMPLETED & RETURNED TO THE TOWNSHIP**

This questionnaire must be filled out and submitted with as part of the Proposal for solid waste and recycling collection and disposal for Lower Mount Bethel Township. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by Lower Mount Bethel Township under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by Lower Mount Bethel Township in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts that the bidder or its partners is now performing or for which contracts have been signed but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. How many years have you engaged in the business of collection and disposal of garbage, refuse, MSW, bulky waste, and Recyclables?

- a. Approximate acreage for disposal site(s):
- b. Improvements on disposal site thereon such as incinerator, landfill, etc.:
- c. Whether disposal site is owned or leased:
- d. If leased, name and address of lessor and term of lease

7. What municipal contracts, similar to this, have you had within the past ten (10) years?

<u>Name of Municipality</u>	<u>Date of Contract</u>	<u>Term of Contract</u>

8. Give the methods used in the disposal of solid waste;

9. Give the precise location of plant or disposal areas:

10. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.

<u>Make/Year/Model</u>	<u>Body Type</u>	<u>Capacity</u>	<u>Year of Service</u>	<u>Condition</u>	<u>Size</u>
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11. Where can this equipment described above be inspected?

12. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.

13. Describe how you will obtain such equipment if you are awarded the contract. If such

equipment is to be leased, provide the name, address, and phone number of the lessor. If the equipment is to be purchased, provide the name, address, and phone number of the seller.

14. If the equipment is to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.

15. List the name and address of three credit or bank references.

16. Attach copies of all applicable permits and approvals required from the Pennsylvania DEP or other applicable governmental authority to operate and perform under this Contract, such as, but not limited to, DEP permits for landfills.

**TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS
QUESTIONNAIRE AFFIDAVIT**

I or we _____ of _____,
[Name of Affiant] [Name of Bidder]

[Complete Street Address]

depose and say:

1. All of the answers set forth in this Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing Lower Mount Bethel Township to award the Contract for solid waste and recycling collection services in the event my bid is the lowest responsible bidder on the basis of the bid proposal that is submitted herewith.
3. I understand and agree that Lower Mount Bethel Township will rely in part upon the information provided in the Questionnaire in determining the lowest responsible and qualified bidder to be awarded the Contract.
4. I also understand and agree that Lower Mount Bethel Township may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize Lower Mount Bethel Township, or *any* duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish Lower Mount Bethel Township with any information necessary to verify the answers given.

Signature: _____

Printed Name and Title: _____

Address: _____

Date: _____

Subscribed and sworn to before me
this _____ day of _____, 2026.

Notary Public
My Commission Expires:

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed. A LLC's member/manager authorized to execute such agreement under the operating agreement must give signature the firm name must be the name listed on the filed Articles of Organization.

**SECTION 10
TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

PSATS CDL PROGRAM COMPLIANCE STATEMENT

Due to the nature of the work, which this Contractor shall perform for the Township, the Contractor's employees may perform Safety-sensitive functions for which a Commercial Drivers License (CDL) is typically required. Under federal Department of Transportation regulations (49 CFR Parts 40 and 382), the Contractor is responsible for implementing a drug and alcohol testing program for these employees. Prior to being awarded any Contract by this Township, and every six months thereafter during the term of the Contract, the Contractor must certify its compliance with these regulations to the Township by signing the form below.

This hereby certifies that on _____ 20____,

(Name of Contractor)

did provide the Township with the following information attesting to the contractor's current participation in a qualified drug and alcohol testing program.

Testing Program Name _____

Program Contact Person _____

Address _____

Post Office _____ State _____ Zip _____

Phone# (____) _____

Contractor's Signature

Contractor's Name

**Note: An original signed copy of this form must be
retained by the Township with this Contract.**

**SECTION 11
TOWNSHIP OF LOWER MOUNT BETHEL
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING
BID DOCUMENTS**

ADA COMPLIANCE AGREEMENT

DURING THE TERM OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. Pursuant to Federal Regulation, promulgated under the authority of "The Americans With Disabilities Act", 28 C.F.R. § 35.101 et. seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Township through contracts with outside contractors.

2. The Contractor shall be responsible for and agrees to indemnify, defend, and hold harmless the Township of Lower Mount Bethel, its officers, agents, servants, employees and consultants from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Township, its officers, agents, servants, employees, and consultants as a result of the Contractor's failure to comply with the provisions of paragraph 1, above.

Contractor: _____

Printed Name and Title: _____

Signature: _____

Address: _____

Date: _____

MUNICIPAL SOLID WASTE AND RECYCLING COLLECTION CONTRACT

THIS MUNICIPAL SOLID WASTE AND RECYCLING COLLECTION

CONTRACT (“Contract”), is made this ____ day of _____, 2026 by and between the TOWNSHIP OF LOWER MOUNT BETHEL, in the County of Northampton, and Commonwealth of Pennsylvania, a municipal corporation and Township of the Second Class, duly organized under the laws of the Commonwealth of Pennsylvania, with offices situate at P.O. Box 257, 2004 Hutchison Ave., Martins Creek, PA 18063, hereinafter referred to as the "**TOWNSHIP**"

AND

_____,
a [State] Pennsylvania [type of business entity] Municipal Solid Waste and

Recycling Hauler with its local principal place of business situated at

[ZIP Code] _____, hereinafter referred to as the "**CONTRACTOR**".

WHEREAS, the TOWNSHIP has advertised a request that bids be submitted for the collection, disposal, and recycling of Municipal Solid Waste and Recyclable Materials (as defined in the Contract Documents) generated within the TOWNSHIP for a period of five (5) years, and certain Contract Documents (as defined below) have been set forth, which Contract Documents are incorporated herein by reference; and

WHEREAS, CONTRACTOR has submitted a bid proposal dated October 14th, 2026 in accordance with such advertisement and the Contract Documents (the "**Proposal**"), said Proposal being incorporated by reference; and

WHEREAS, TOWNSHIP and CONTRACTOR are desirous of entering into this Contract one with the other in accordance with said Proposal and the Township's acceptance thereof.

NOW, THEREFORE, in consideration of the following mutual agreements, and intending to be legally bound hereby, it is understood and agreed as follows:

1. CONTRACTOR shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the collection, transportation, handling, delivery and disposal of Municipal Solid Waste and Recyclable Materials as specified and to perform all of the work called for and described in this Contract and the Contract Documents.

2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate the same herein as fully as if set forth verbatim in this Contract:

- a. Notice to Bidders (advertisement)
- b. Instructions to Bidders
- c. Contract Definitions
- d. General Conditions
- e. Bid Document Checklist
- f. Legal Notice - Bonds
- g. Bid Proposal Form – Collection and Disposal of Municipal Solid Waste and Recyclables – One (1) collection per week of Residential and Township Municipal Solid Waste, together with one (1) collection every other week of Recyclable Materials, for a 5-year term, per the attached copy of the price sheet for such services.
- h. Authority to Submit Bid & Good Standing Affidavit
- i. Non-Collusion Affidavit
- j. Questionnaire (as completed by the CONTRACTOR)
- k. PSATS CDL Program Compliance Statement
- l. ADA Compliance Agreement
- m. This Contract
- n. Exhibit “A” - Report of Tons Collected in Lower Mount Bethel Township in Recent Years
- p. Any addenda or changes to the foregoing documents agreed to by the parties hereto

3. CONTRACTOR shall strictly comply with all provisions of the Contract Documents, and no amendment to this Contract or any of the Contract Documents shall be made except upon the written agreement of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. This Contract is entered into subject to the following conditions:

a. The TOWNSHIP shall have no duty or responsibility whatsoever to see that every person or Residential Establishment within the TOWNSHIP shall be a customer of the CONTRACTOR. However, the TOWNSHIP shall not contract or pay any other collector of residential Municipal Solid Waste and/or Recyclables to operate within the TOWNSHIP.

b. The CONTRACTOR shall procure and keep in full force and effect throughout the term of this contract all of the insurance policies specified in and required by the Contract Documents. Current Certificates of Insurance and endorsements shall be furnished to the TOWNSHIP prior to the signing of this Contract and thereafter

upon the annual renewal of each such required policy and as specified by the Contract Documents.

c. The CONTRACTOR shall not be liable for the failure to wholly perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation but excluding those orders or regulations relating to the collection, disposal, and recycling of Municipal Solid Waste and/or Recyclables, fire, accident, or Act of God, or other similar or different contingency beyond the reasonable control of the CONTRACTOR. Labor difficulties, however, shall be the responsibility of the CONTRACTOR and shall not excuse CONTRACTOR'S performance under this Contract.

d. The rates set forth by the CONTRACTOR in its Proposal shall not be changed during the term of this Contract except as may be specifically set forth in the Contract Documents.

5. The CONTRACTOR shall provide collection vehicles designed and maintained so as to be leakproof, easily loaded, readily emptied, mechanically sound, and easily cleaned. CONTRACTOR'S vehicles shall be sanitation vehicles with metal body construction, watertight, with compaction capabilities and shall be kept thoroughly cleaned and painted.

6. CONTRACTOR and its employees shall exercise every reasonable care in handling of MSW and recycling Carts and Containers and shall not willfully or negligently break, deface, or injure same. CONTRACTOR must put lids back on Carts and Containers and at no time shall empty Carts or Containers be left in roadways. Carts and Containers must be placed behind curb line. CONTRACTOR'S employees shall, whenever and wherever possible, eliminate noise in collection of MSW and Recyclables.

7. The CONTRACTOR shall be regarded as an independent contractor, and not as an agent of the Township and shall be solely responsible for any and all injury and damage to property or persons and accidents which may occur with any person or property as a consequence of, resulting from, arising out of or relating to the acts or omissions of the CONTRACTOR or its employees, agents, independent contractors and/or consultants in the performance of this Contract and any activities relating thereto. CONTRACTOR shall exonerate, indemnify, save harmless and defend the Township and its governing Board, committees and commissions (including the individual members thereof), its elected and appointed officers and officials, and its manager, representatives, advisors, insurers, Engineers, Solicitors, other professional consultants, appointees, employees, agents, independent contractors, and assigns (collectively, the "**Indemnified Parties**"), from any and all claims (including claims of the Indemnified Parties' negligence), actions, awards, verdicts and judgments, together with reasonable counsel and expert witness fees ("**Claims**"), for damages or injuries, including death, to person or properties pertaining to, relating to, resulting from, caused by, sustained in connection with, based upon or arising out of the acts or omissions of the CONTRACTOR or its employees, agents, independent contractors and/or consultants performance of this

Contract and any activities relating thereto.

8. In the event that any provision or portion of this Contract and/or any of the Contract Document shall be found invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other portion of the Contract Documents.

9. The work to be performed under this Contract shall be commenced on November 1, _____2026 and continue for a period of _____ () years, as the Township has selected at the sole discretion of the Township's Board of Supervisors.

IN WITNESS WHEREOF, the parties have executed this Contract this ____ day of _____, 2026.

TOWNSHIP OF LOWER MOUNT BETHEL
(Northampton County, Pennsylvania)

By: _____

Chair, Board of Supervisors

ATTEST: _____

Township Secretary

[TOWNSHIP SEAL]

CONTRACTOR
[COMPANY NAME]

By: _____

Name:

Title:

ATTEST: _____

(Assistant) Secretary

[Corporate Seal]

Exhibit “A” – Report of Tons Collected in Lower Mount Bethel Township in Recent Years

The following quantity data was reported by Lower Mount Bethel Township’s current Contractor for the collection and disposal of MSW and Recyclables, Advanced Disposal / Waste Management to the Township July, 2026. This data is being furnished to prospective Bidders for the Township’s 2026 MSW and Recyclables collection and disposal contract as historical information only. The Township disclaims any representation or warranty that any of this data is true, correct, or complete. Past information is not a guarantee of future amounts. Any Bidder’s reliance on this data is at said Bidder’s sole discretion and risk.

LOWER MT BETHEL TONNAGES		
	TRASH	RECYCLING
2022	1362.08	216.4
2023	1409.33	238.56
2024	1250.4	182.73
2025	1094.35	192.29
	1342.75	207.495
2026	1ST QUARTER TRASH	1ST QUARTER RECYCLING
	288.31	49.18
2026	2ND QUARTER TRASH	2ND QUARTER RECYCLING
	328.99	51.06