

PUBLIC PROPERTY GRASS CUTTING
Bid Specifications, Contract Terms and Bid Documents



BOROUGH OF MIDDLETOWN
PUBLIC WORKS DEPARTMENT
60 WEST EMAUS STREET
MIDDLETOWN, PA 17057

- Job Description:** Grass cutting, string trimming, and clipping clean-up from April 1, 2024 through November 15, 2024.
- Instruction:** Bidder's Questionnaire and Proposed Fee Schedule must be filled out completely. MANDATORY pre-bid conference December 7, 2023 at 10:30 a.m. in Council Chambers at the Borough Hall at 60 West Emaus Street, Middletown, PA.
- Due Date:** Please return completed proposal packet in a sealed envelope, marked "2024 Grass Cutting Bid" by December 13, 2023 at 1:00 p.m. to Matt Miller, Superintendent of Highway/Property, Middletown Borough Hall, 60 W. Emaus St, Middletown, PA 17057. Bids shall be opened at 1:05 p.m. on the same day, same location.
- Questions:** For questions pertaining to this RFP, please contact Matt Miller, Superintendent of Highway/Property by email (mmiller@middletownborough.com) or by phone 717-902-0706 ext. 110.

Purpose

The Borough of Middletown is requesting proposals from responsible parties for grass cutting, string trimming, and grass clipping removal for various publicly owned properties and certain properties with code violations as specified below. Property listing and map attached. (See Schedules A & B)

Performance of Services and Requirements

All services are to be performed in a professional manner. Contractor is to provide all supervision, materials, labor, equipment, service, operations and expertise required to perform grass mowing, string trimming, and clipping removal for the Public Works Department and Codes Department. Contractor is a reflection of the Borough and must be professional in conduct, attire and work performed. Only employees of the Contractor shall perform all work under this contract. No work may be subcontracted without the written permission of the Borough. The Contractor shall comply with all federal, state, and local requirements for its unemployment compensation, worker's compensation, and minimum wage requirements. The successful bidder shall submit a list of employees who will perform a service under this contract and certify that all employees are authorized to work in the United States and to perform the services required by the contract.

No contract will be awarded to any person, firm or corporation that is in arrears to the Borough of Middletown, Pennsylvania upon any debt or contract, or who has failed to execute in whole or in part, in a satisfactory manner, any contract with the Borough, or who is a defaulter as to surety or otherwise upon any obligation to the Borough of Middletown.

The Borough reserves the right to award a contract to a Contractor other than the lowest bidder when it is in the best interest of the Borough to do so. After review of the bids and solely at the Borough's discretion, the Borough reserves the right to reject all or portions of the bid.

Detailed Specifications

1. Height of Cut

Unless directed otherwise by the Codes Department or Public Works Department Representative, the height of cut for all the listed weekly areas shall be a minimum of 3.00" (measured) to 3.5" maximum. The height of cut can be increased to 4" on the bi-weekly properties. Mowing operations shall not cause damage to the existing turf – specifically scalping or creating turf tearing/damage by following the same path each mowing, especially around trees and posts.

2. Debris Removal

All debris (paper; plastics; trash/rubbish; sticks/limbs less than 1/2" in diameter) must be picked up and properly disposed of before any mowing operations commence so the debris is not cut up and scattered by the mowing equipment. Limbs greater than 1/2" in diameter may be placed at a convenient location for pick-up by Borough staff. All debris collection and removal is considered incidental to mowing and is the responsibility of the contractor and will not be paid or reimbursed by the Borough.

3. Trimming After Cutting of Grass

Trimming and edging shall be done around all buildings, landscaping, trees, bushes, sidewalks, driveways, curbs, and all other permanent fixtures within the cutting field by using string trimmers. Care shall be taken to not damage the bark or stems of living plants, nor damage physical objects such as lamp posts or buildings. Any scrap or excess trimmer line shall be picked up and disposed of properly.

4. Clean Up

After grass cutting, weeding, and/or trimming is performed, all clippings shall be blown out of any landscaped areas, landscaped beds, walks, drives, pavilions, play equipment, parking lots, etc. back onto grass areas. Clippings shall not be blown onto sidewalks or paved areas. Under no circumstances shall clippings be blown into the street.

5. Frequency of Cut

Mowing will take place starting the first week of the month in accordance with the accepted bid. Mowing and trimming shall be performed on a weekly and bi-weekly cycle during the growing season, depending on the weather conditions (too wet or dormancy during dry periods), or as otherwise directed by the Superintendent of Highway/Property. See Schedule A for weekly and Schedule B for bi-weekly locations.

Invoices shall be submitted for approval by Borough Council which meets bi-weekly. Payment of invoices may take up to 30 days following review by Borough staff and approval for payment.

6. Specific Cutting Parameters

The following are areas to be mowed and finished within the specified times:

- Baseball fields must be completed weekdays by 3:30 P.M.
- Hoffer Park must be mowed on Thursdays or Fridays

Refer to specification (5) for frequency of cutting and approval.

7. Hourly Rate for Code Violation Properties

Include within the proposal an hourly rate for potential code violation properties as a separate line item. This item shall include all costs associated with meeting the performance standards as noted in the primary contract. These properties would be mowed only when indicated in writing by the Superintendent of Highway/Property. Code violation properties must be cut/trimmed within two days of the Codes Department's request.

8. Weather Conditions

The grass shall not be cut when weather conditions are such that it is not reasonable. No cutting shall be done when the ground is soft and ruts will be left by the mowing equipment. Check with the Superintendent of Highway/Property for approval not to cut during periods of drought.

9. Working Hours and Crew Assignments

The contractor shall provide adequate equipment and staff to meet the requirements of this contract, including completion of all work on properties as outlined in Schedules A and B. All work shall be completed as outlined in the contract or as coordinated on a case-by-case basis with written approval of the Superintendent of Highway/Property. Lack of equipment/breakdown or staff is not a justification for non-compliance with the contract terms. Work not completed, without written justification submitted to and approved by the Superintendent of Highway/Property, shall be deemed a failure to perform the contract. The contractor shall staff the work appropriately and allot adequate time to complete the cutting of any location started in one day to avoid a stepped appearance in the finished work. **No work shall begin before 7:00 A.M. in any residential areas and all work shall be completed by 7:00 P.M. daily.** Coordination with sports organizations may require sports fields to be completed by a set time. **No work shall occur on any weekend or holidays (holidays as observed by the Borough on an annual basis) unless agreed upon by the Borough of Middletown.** All work shall be done as a first-class operation and in a manner completely acceptable to the Borough. The Borough will only pay the per job price per the contract; no overtime or holiday pay will be provided.

10. Safety

All work shall conform to all Borough, State, Federal, and OSHA Safety Standards. For clear safety communication, one (1) person who can clearly speak, read, and understand English language shall be always present while working within the Borough. If work is performed on or near sidewalks, roadway areas or near people using the property, it is required that the safety of the pedestrian and automobiles be observed closely. Work sites must be kept free of objects and equipment and Contractor shall maintain and use all guards and deflectors as equipped to help minimize potential injury to individuals or damage to vehicles in the vicinity of the work area due to thrown or projected objects. The contractor's staff shall always wear safety vests when on Borough properties.

11. Inspection

The Public Works and Codes Departments reserve the right to inspect any activity by the contractor on the work site at any time and issue directives to the contractor for corrective work needed.

12. Contract Documents

The Contract Documents shall include:

- Invitation for Bids and Advertisement
- Bid Specifications., Contract Terms and Bid Documents
- Bid

13. Independent Contractor

The parties are separate and distinct entities and, in performing the services required by this Agreement, Contractor will act as an independent contractor and not as an employee or agent of Borough. Nothing in this Contract or the performance of the services provided for under this Contract shall be construed as establishing that Contractor, its affiliates, officers, employees, or agents of any kind, are employees or agents of Borough.

14. Modification or Waiver

This Contract is subject to all the terms and conditions in the Contract Documents and shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. This Contract may be waived or modified only in a writing signed by the parties.

15. Entire Agreement

The Contract Documents represent the only agreement between the parties concerning the subject matter hereof and supersedes all other agreements whether written or oral relating thereto. Neither party is entitled to rely on any representation of any officer, employer or agent of the other party which is not expressly set forth in this agreement.

16. Governing Law

The laws of the Commonwealth of Pennsylvania shall govern the parties' obligations with respect to this Contract. The parties agree that any dispute regarding this Contract shall exclusively be resolved in the Dauphin County Court of Common Pleas located in Pennsylvania, and that such Court shall have exclusive personal jurisdiction and venue for resolving any disputes.

17. Non-waiver of Remedies

Consent by Borough to a waiver of any requirement of this Contract, or to a breach of any such requirement by Contractor, shall not preclude Borough from exercising any of its contractual or equitable remedies to any subsequent violation of the terms and provisions of this Contract. No delay or failure on the part of Borough in exercising any right, power or privilege hereunder shall affect such right, power or privilege. The rights and remedies of Borough hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. Borough shall have the right at all times to enforce the provisions of this Contract in accordance with the terms hereof notwithstanding any conduct or custom on the part of Borough in refraining from so doing at any time or times.

18. No Third-Party Beneficiaries

No provision of this Contract shall be construed in any manner so as to create any rights in any third parties not party to this Contract. The Contract shall be interpreted solely to define specific duties and responsibilities between Borough and Contractor and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

19. Notice

All notices to be given hereunder shall be given by certified mail, return receipt requested and regular U.S. mail, addressed to the proper party at the following address, or personally delivered to the proper party's authorized representative or transmitted by electronic mail or facsimile followed up by U.S. mail and proof of mailing within ten (10) days thereafter.

BOROUGH:

Borough of Middletown
Attention: Kenneth Klinepeter, Manager
60 West Emaus Street
Middletown, PA 17057
Fax: (717) 717-902-3073
kklinepeter@middletownborough.com

With a copy to:

Jim Diamond, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
Fax: (717) 237-6019

CONTRACTOR:

Fax: _____
Email: _____

20. Counterparts

This Contract may be executed in one or more counterparts, each of which shall constitute an original hereof.

21. Severability

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Contract.

22. Termination

If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments, or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Superintendent of Highway/Property, or if he otherwise violates any provision of the Contract Documents, then the Borough may, without prejudice to any other right or remedy and after giving the Contractor a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor, and complete the work by whatever method Borough may deem expedient. Contractor shall be liable to the Borough for any direct or indirect costs incurred by the Borough to complete the work remaining under the

contract that exceeds the unpaid balance of the agreed upon contract price.

Where the Contractor's services have been so terminated by the Borough, said termination shall not affect any right of the Borough against the Contractor then existing or which may thereafter accrue.

After ten (10) days from delivery of a written notice to the Contractor, the Borough may, without cause and without prejudice to any other right or remedy, terminate the Contract. In such case, the Contractor shall be paid for all work completed.

23. Assignments

Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Borough.

24. Indemnification

The Contractor will indemnify and hold harmless the Borough and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Borough, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

25. Insurance Requirements

The Borough of Middletown requires a minimum insurance that will protect the Borough from claims set forth below which may arise out of or result from the Contractors execution of work:

- a. Claims under worker' compensation, disability benefit and other similar employee benefit acts;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than employees;
- d. Claim for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or (2) by any other person; and

- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

The contractor shall procure and maintain, at its own expense, during the contract time, liability insurance as hereinafter specified:

Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any services performed, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$2,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$5,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident. The Borough shall be named as an additional insured on all policies. All policies shall be provided to the Borough prior to the first mowing annually. The Borough shall be notified in writing of any lapse in the insurance coverages. Lapse without immediate renewal constitutes a breach of contract.

Complete Proposal

A complete proposal must have the following Bid Documents completed:

1. Bidder's Questionnaire.
2. Affidavit of Contractor Non-Delinquency of Personal Property Taxes and Borough of Middletown Income Taxes Signed and Notarized.
3. Non-Collusion Affidavit.
4. Bid Form.

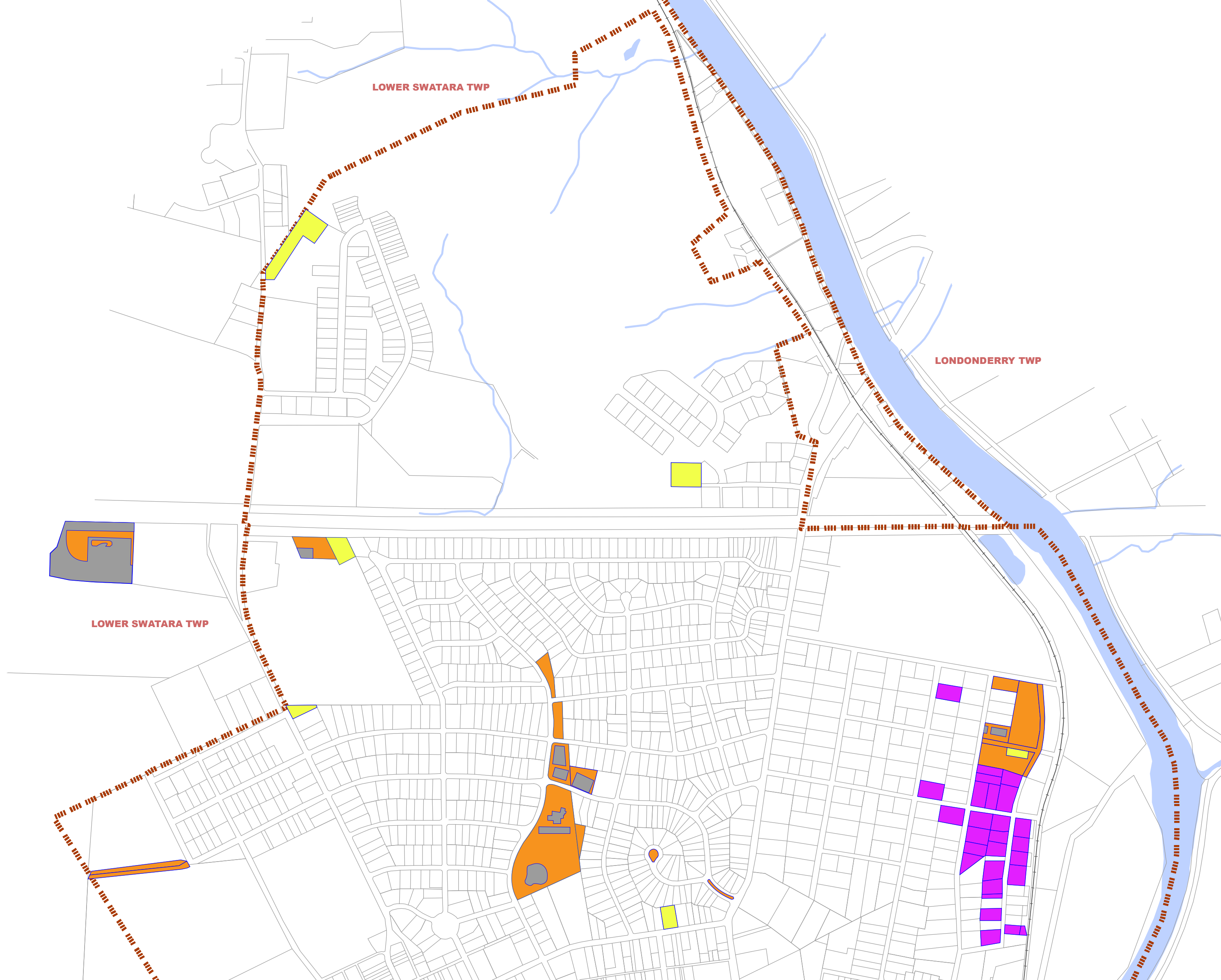
After acceptance of the proposal, and prior to commencement of work, Contractor must show evidence of State of Pennsylvania Bureau of Workers' Compensation Certificate of Premium Payment coverage and minimum insurance coverage as discussed above.

Schedule (A) Weekly Cut

#	Address	Property Name	Parcel Number	Size (Acres)
1	110 Industrial Lane	Woody waste	36-013-144	0.56
2	400 S. Union	Pool	40-003-040	0.12
3	400 S. Union	Pool	40-003-041	0.10
4	400 S. Union	Pool	40-003-042	0.04
5	400 S. Union	Pool	40-003-043	0.30
6	400 S. Union	Pool	40-003-045	0.49
7	400 S. Union	Pool	40-003-046	0.15
8	400 S. Union	Pool	40-003-061	0.10
9	234 Russell Ave	Colson Park	40-005-023	0.02
10	232 Russell Ave	Colson Park	40-005-024	0.02
11	230 Russell Ave	Colson Park	40-005-025	0.03
12	228 Russell Ave	Colson Park	40-005-052	0.03
13	226 Russell Ave	Colson Park	40-005-053	0.03
14	416 Fisher Ave	Colson Park	40-005-020	0.05
15	463 Swatara St	Pool	40-007-030	0.15
16	Swatara St	Pool	40-007-031	0.54
17	469 Swatara St	Pool	40-007-029	0.28
18	466 Swatara St	Pool	40-007-033	0.04
19	Swatara St R-O-W	Pool	R-O-W	0.36
20	461 Swatara St	Pool	40-007-037	0.67
21	Spruce & Catalpa Sts	Vacant Lot	42-015-001	0.29
22	201 Susquehanna St	Etnoyer Park	40-011-023	0.76
23	200 Susquehanna St	Etnoyer Park	40-011-034	0.23
24	Susquehanna St	Etnoyer Park	40-011-047	1.04
25	54 Pike St	Susquehanna Street Park	40-012-004	0.83
26	728 s Catherine St	Vacant Lot	40-012-018	0.55
27	734 S Catherine St	Susquehanna Street Park	40-012-019	0.80
28	15 Susquehanna St	Susquehanna Street Park	40-012-031	1.86
29	710 S Union St	Boat Landing	40-012-044	3.85
30	West Emaus St	Overdeer Park area	41-002-068	0.24
31	505 E Emaus St	Garage on Emaus	41-015-037	0.11
32	Mill St / Race St	Hoffer Park	41-021-018	6.30
33	Mill St / Race St	Hoffer Park	41-021-022	1.38
34	Spruce St	Oak Hills Park	42-015-001	5.35
35	Spruce St	Oak Hills Ballfield Park	42-018-067	0.19
36	Vacant Lot	E Roosevelt & Spruce	42-015-001	0.00
37	Vacant Lot	Catalpa & Spruce	42-015-001	0.00
38	325 Mill St	Water Treatment Plant	42-020-031	1.47
39	300 Emaus St	Police Station	42-021-001	0.14
40	E High St	Pine	42-025-011	0.22
41	Hoffer St	Frey Field	42-030-025	2.07
42	Hoffer St	Basketball Court	42-030-046	0.34
43	Hoffer St	Pump Station	42-030-049	0.63
44	38 W Main St	Main Street Gym	42-036-047	0.34
45	Next to 443 S Wood St	Colson Park		0.07
46	Grant St	Strip next to airport		0.05
47	Market St	Pork Chops		0.09
48	Elm Ct/Oak Hill Drive	2 Islands		0.13
49	220 S Union	Gateway Rock		0.01
50	Mud/Lincoln	Pipe yard garage		0.26
51	231 Oak Hill Drive	Vacant lot/substation		0.41
				34.09

Schedule (B) Biweekly Cut				
#	Address	Property Name	Parcel Number	Size (Acres)
1	637 S Catherine St	BP Flood Plot	40-009-031	0.09
2	673 S Union St	BP Flood Plot	40-010-032	0.19
3	605 Maple Rd	BP Flood Plot	42-030-006	0.34
4	918 Adelia St	BP Flood Plot	42-030-012	0.34
5	736 Hoffer St	BP Flood Plot	42-030-021	0.28
6	720 Maple St	BP Flood Plot	42-030-022	0.28
7	705 Maple Rd	BP Flood Plot	42-030-023	0.26
8	725 Maple Rd	BP Flood Plot	42-030-024	0.36
9	729 Few Ave	BP Flood Plot	42-030-026	0.21
10	744 Hoffer St	BP Flood Plot	42-030-033	0.34
11	711 Maple Rd	BP Flood Plot	42-030-037	0.26
12	932 Hoffer St	BP Flood Plot	42-030-038	0.26
13	814 Hoffer St	BP Flood Plot	42-030-041	0.21
14	810 Hoffer St	BP Flood Plot	42-030-042	0.21
15	708 Maple Rd	BP Flood Plot	42-030-045	0.28
16	725 Few Ave	BP Flood Plot	42-030-051	0.24
17	732 Hoffer St	BP Flood Plot	42-030-055	0.18
18	713 Few Ave	BP Flood Plot	42-033-028	0.22
19	730 Few Ave + R-O-W	BP Flood Plot	42-033-031	0.37
20	Few Ave	BP Flood Plot	42-033-036	0.09
21	717 Few Ave	BP Flood Plot	42-033-042	0.38
22	615 Few Ave	BP Flood Plot	42-033-050	0.24
23	635 Few Ave	BP Flood Plot	42-033-052	0.20
24	620 Few Ave	BP Flood Plot	42-033-055	0.13
25	716 Few Ave	BP Flood Plot	42-033-060	0.25
26	720 Few Ave	BP Flood Plot	42-033-061	0.13
27	726 Few Ave	BP Flood Plot	42-033-062	0.13
28	815 Main St	BP Flood Plot	42-034-003	0.37
29	154 Susquehanna St	BP Flood Plot	40-011-037	0.31
30	128 Susquehanna St	BP Flood Plot	40-011-043	0.46
31	98 Susquehanna St	BP Flood Plot	40-012-032	0.51
32	South of Susquehanna St	BP Flood Plot	40-012-033	0.09
33	78 Susquehanna St	BP Flood Plot	40-012-035	0.67
34	46 Susquehanna	BP Flood Plot	40-012-036	0.46
35	40 Susquehanna St	BP Flood Plot	40-012-037	0.45
36	34 Susquehanna St	BP Flood Plot	40-012-038	0.22
37	30 Susquehanna St	BP Flood Plot	40-012-039	0.17
38	26 Susquehanna St	BP Flood Plot	40-012-040	0.15
39	14 Susquehanna St	BP Flood Plot	40-012-041	0.90
40	96 Susquehanna St	BP Flood Plot	40-012-048	0.14
				11.36

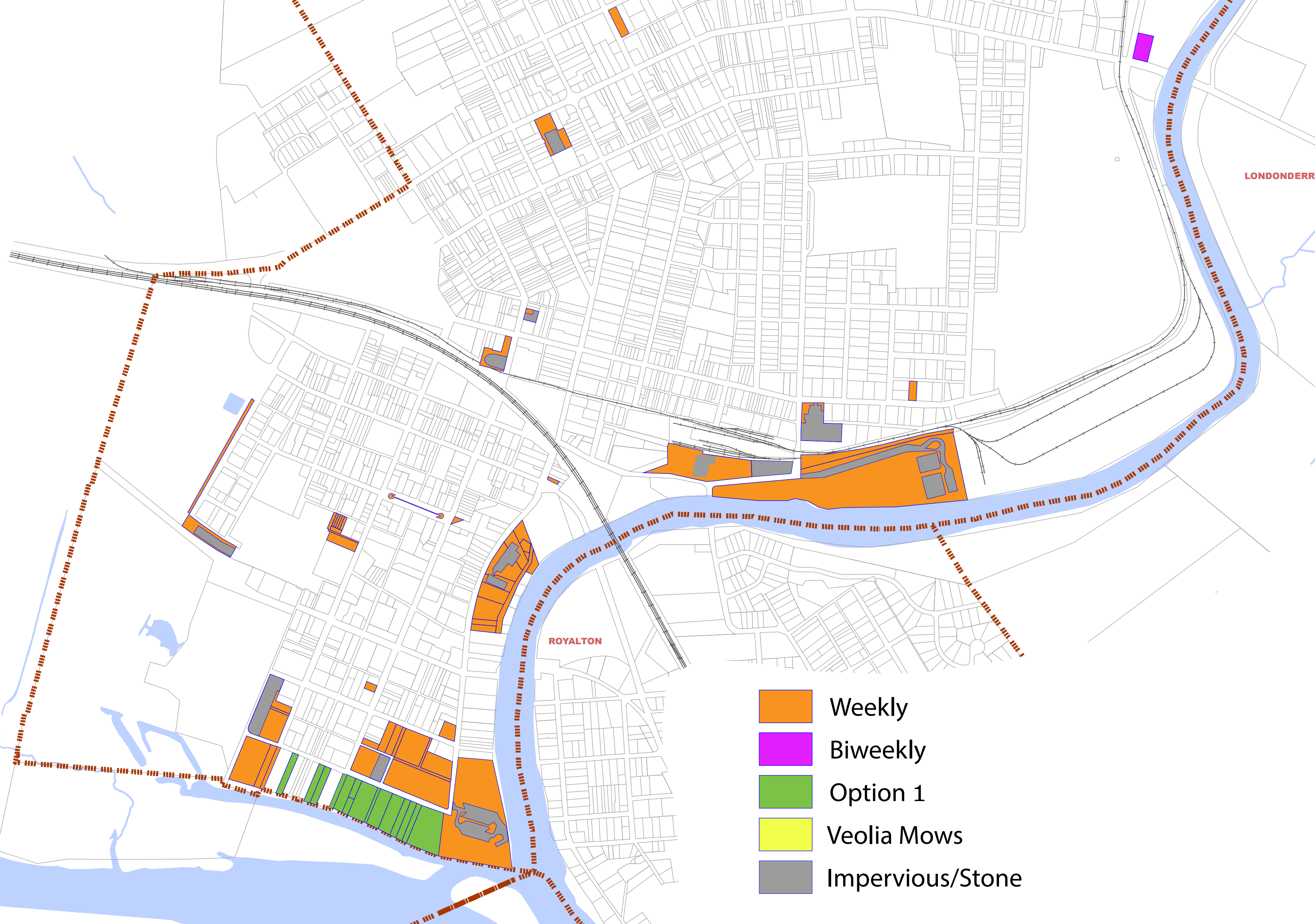
Green highlighted parcels are to be priced as bi-weekly cut, AND as an option for weekly cut



LOWER SWATARA TWP

LONDONDERRY TWP

LOWER SWATARA TWP



MIDDLETOWN BOROUGH, PENNSYLVANIA

BIDDER'S QUESTIONNAIRE

1. Submitted By _____ Telephone _____
Principal Office Address _____

2. Type of Firm:
Corporate _____ Other _____
Individual _____ Partnership _____

3a. If a Corporation, please answer these questions:
Date of Incorporation _____ State of Incorporation _____
President's Name _____
Vice - President's Name _____
Secretary or Clerk's Name _____
Treasurer's Name _____

3b. If a Partnership, please answer these questions:
Date of Organization _____ State Organized In _____
Name of all Partners holding more than a 10% interest:

Designate which are General or Managing Partners:

BIDDER'S QUESTIONNAIRE (cont.)

4. Contractor's Representative _____

Title _____

Alternate _____

Title _____

5. List major Clients that you perform grass cutting, debris removal, tree trimming, and minor building repairs for:

Owner (A) _____ (B) _____

Project Location _____

Type of Work Performed _____

Contact Person _____

Telephone No. _____

Owner (C) _____ (D) _____

Project Location _____

Type of Work Performed _____

Contact Person _____

Telephone No. _____

BIDDER'S QUESTIONNAIRE (cont.)

6. Have you or your firm or any principal in your firm been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding within the last ten years?

If so, when and where? _____

7. Have you, your firm, or any principal in your firm been sued by any "owner" for default on a contract within the last ten years? _____

If so, what was the disposition of the lawsuit? _____

If the lawsuit is still pending, what is the case number? _____

And the Court of Jurisdiction? _____

8. Have you, your firm, or any principal in your firm been sued by any subcontractor or material supplier for default on a contract within the last ten years?

If the lawsuit is still pending, what is the case number? _____

And the Court of Jurisdiction? _____

BIDDER'S QUESTIONNAIRE (cont.)

9. Provide information regarding your insurance agent (s) who will be providing a Certificate of Insurance for your company:

Name of Agent (A) _____ (B) _____

Name of Firm _____

Address _____

Telephone No. _____

Insurance Type _____

Signature of Bidder _____

Print Name of Bidder _____

Company Name _____

BOROUGH OF MIDDLETOWN, PENNSYLVANIA

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES
AND BOROUGH OF MIDDLETOWN INCOME TAXES
AND POLITICAL CONTRIBUTIONS**

To: Borough of Middletown, Pennsylvania
Dauphin County, Pennsylvania

The undersigned contractor or supplier being first duly sworn, having been awarded a contract by the Borough of Middletown, Pennsylvania for _____ hereby states that it is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the Borough of Middletown as a tax district has territory and that it was not charged with delinquent personal property taxes on any such tax list. Furthermore, the undersigned states that the contractor or supplier is not delinquent for income tax owed to the Borough of Middletown.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Signature _____

Title _____

Company _____

Sworn to and subscribed in my presence on this _____ day of _____, 20____ by the above referenced person on behalf of the contractor or supplier.

Notary Public _____

**BOROUGH OF MIDDLETOWN
NON-COLLUSION AFFIDAVIT**

State of Pennsylvania, County of _____ S.S.

Borough of Middletown

(Name of Individual)

(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND ATTEST THAT (HE/SHE, THEY) RESIDE AT

(Residence Address)

AND THAT (HE/SHE IS, THEY ARE) THE ONLY PERSON(S) WITH SAID

(Name of Company)

(Company Address)

INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT;
THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON
INTEREST IN THE PROFITS, THEREOF WITH ANY PERSON MAKING ANY BID OR
PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL
RESPECTS, FAIR AND WITHOUT COLLUSION OF FRAUD; AND, ALSO, THAT NO
MEMBER OF COUNCIL, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE
THEREIN, OR ANY OFFICER OR EMPLOYEE OF THE BOROUGH OF MIDDLETOWN,
PENNSYLVANIA, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

Signature _____

Name _____

Title _____

Company _____

Subscribed to and sworn to on this _____ day of _____, 20__.

Notary Public _____

**BOROUGH OF MIDDLETOWN
MIDDLETOWN, PENNSYLVANIA**

BIDS TO PROVIDE GRASS CUTTING, TRIMMING AND CLIPPING REMOVAL

Borough of Middletown
60 W. Emaus Street
Middletown, PA 17057

BID FORM

Ladies and Gentlemen:

This bid is submitted in accordance with your advertisement inviting bids to be submitted and received by the Borough of Middletown until 1:00 p.m. prevailing time on December 13, 2023 for a 1-year contract, April 1 through November 15 of 2024 for the grass cutting and trimming beginning the first week of April 2024 in accordance with the accepted bid. Bids will be opened at 1:05 p.m., December 13, 2023 at Borough Hall, 60 W. Emaus Street.

The Borough is requesting bids for grass cutting and trimming for approximately 51 properties on a weekly basis and approximately 40 properties on a biweekly basis (lists and map included in Bid Specifications). Option 1 includes pricing noted biweekly properties as weekly. Mowing and trimming shall be performed on a weekly and bi-weekly cycle during the growing season as per the Bid Specifications, depending on the weather conditions or as directed by the Superintendent of Highway/Property. In addition to the properties listed in the bid documents the Borough reserves the right to add potential properties that have code violations. Mowing will take place starting the first week of April and continue through November 15 in accordance with the accepted bid. The Borough reserves the right to reject any or all bids, to waive any technical defects, and to accept any bid that it may deem to be in the best interest of the Borough.

The undersigned, having fully familiarized themselves with all the items set forth in the Invitation to Bids, Instructions to Bidders, and Scope of Work and Specifications fully understands the terms and services to be provided under the proposed Contract, hereby agrees to perform all the terms and services in accordance with the bidding documents and hereby submits the following bid in good faith:

1. Notes the bid prices below will prevail during the entire term of the contract.
2. The award of the contract will be based upon the total value of the bid for the length of the contract and/or the hourly rate:

BID

2024
(4/1/24-11/15/24)

- | | |
|--|----------|
| 1. Lump Sum Per Year | \$ _____ |
| 2. Option 1 for weekly mow of Susquehanna St. properties | \$ _____ |
| 2. Hourly Rate for Codes | \$ _____ |