

**BID SPECIFICATIONS  
FOR  
RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS, YARD WASTE, AND BULK  
ITEM COLLECTION IN NORTHAMPTON TOWNSHIP, BUCKS COUNTY, PA**

**Initial Issue Date:**

October 4, 2022

**Addendums Issued:**

#1 – October 11, 2022

#2 – October 18, 2022

**BID SPECIFICATIONS  
FOR  
RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS, YARD WASTE, AND BULK ITEM  
COLLECTION IN NORTHAMPTON TOWNSHIP, BUCKS COUNTY, PA**

**TABLE OF CONTENTS**

<b><u>SECTION 1 - INSTRUCTIONS TO BIDDERS</u></b>	<b><u>PAGE</u></b>
1.01 Scope of Services	1
1.02 Description of Bids Requested	1
1.03 Residential Solid Waste Disposal	3
1.04 Recyclable Materials Disposal	3
1.05 Yard Waste Disposal	3
1.06 Bulk Item Disposal	3
1.07 Collection of Municipal Waste from Street Sweeping	3
1.08 Non-Residential Properties	3
1.09 Collection at Municipal Properties	4
1.10 Examination of the Township	5
1.11 Examination of Bid Documents	5
1.12 Additional Compensation	5
1.13 Interruption of Township Service/Compliance with Laws	5
1.14 Preparation of Bids	6
1.15 Signature of Bidders	6
1.16 Bidder's Affidavit	6
1.17 Consent of Surety	6

1.18	Bid Guaranty	6
1.19	Affirmative Action Affidavit	6
1.20	Affidavit of Non-Collusion	7
1.21	Performance Bond	7
1.22	Competency of bidders	7
1.23	Withdrawal of Bids	7
1.24	Disposition of Bid Guaranty	8
1.25	Interpretation	8
1.26	Award of Contract	8
1.27	Term of Contract	9
1.28	Bid Forms	9
1.29	Conditions, Exclusions, or Changes to the Bid Documents	9

## **SECTION 2 - GENERAL SPECIFICATIONS**

2.01	Obligation of the Contractor Awarded the Bid	10
2.02	Obligation of the Township	10
2.03	Supervision by the Contractor	10
2.04	Notice to the Contractor	10
2.05	Inspection	11
2.06	Competent Workers to be Employed	11
2.07	Employee Safety and Training	11
2.08	Indemnification	12
2.09	General Insurance Requirements	12

2.10	Contractor's Liability Insurance	13
2.11	Acknowledgment of Contractor's Independent Contractor Status	15
2.12	Waiver of Subrogation	15
2.13	Damage to Property of the Contractor and its Invitees	16
2.14	Correction of Breach of Non-Conformance	16
2.15	Hindrances and Delays	17
2.16	Penalties	17
2.17	Payments	18
2.18	Assignment	18
2.19	No Waiver of Contract	19
2.20	Compliance with All Laws	19

### **SECTION 3 - DETAILED SPECIFICATIONS**

3.01	Definitions	20
3.02	Separation of Recyclable Materials	22
3.03	Schedule	22
3.04	Holidays	23
3.05	Hours and Days of Collection	23
3.06	Collection Routes	23
3.07	Preparation of Solid Waste and Recyclable Materials for Collection	23
3.08	Wheeled Containers	24
3.09	Amounts of Solid Waste, Recyclable Materials, and Yard Waste	24
3.10	Bulk Items	25

3.11	Manner of Collection	25
3.12	Acts of God and Natural Disasters	25
3.13	Disposal of Residential Solid Waste	26
3.14	Disposition of Recyclable Materials	26
3.15	Disposal of Yard Waste	26
3.16	Transportation Routes	27
3.17	Vehicles and Equipment	27
3.18	Overweight Vehicles	28
3.19	Non-Performance by the Contractor	28
3.20	Special Services	29

<b><u>LIST OF EXHIBITS</u></b>		30
EXHIBIT A	BID DOCUMENTS CHECKLIST	31
EXHIBIT B	PROPOSAL BID FORM	32
EXHIBIT C	BIDDERS AFFIDAVIT	35
EXHIBIT D	NON-COLLUSION AFFIDAVIT	36
EXHIBIT E	BIDDER'S QUESTIONNAIRE	37
EXHIBIT F	VEHICLE DEDICATION AFFIDAVIT	40
EXHIBIT G	AFFIRMATIVE ACTION AFFIDAVIT	41
EXHIBIT H	FORM OF TRASH COLLECTION AGREEMENT	42
EXHIBIT I	MAP OF COLLECTION AREAS UNDER ALTERNATE BID PROPOSAL	45
EXHIBIT J	MAP OF COLLECTION ZONES	46

## **SECTION 1 - INSTRUCTIONS TO BIDDERS**

### 1.01 Scope of Services

The services to be provided under this bid request consist of the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste from approximately 12,800 residential properties within the Township of Northampton, Bucks County, Pennsylvania to a solid waste disposal facility, recycling processing facility, and yard waste disposal facility designated by the Township.

### 1.02 Description of Bids Requested

#### A. Primary Bid:

The Primary Bid shall be based on curbside collection and transportation from 12,800 residential properties on a per unit/per year basis as follows:

1. Residential solid waste once each week in each year of the contract.
2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection once each week between April 1 and December 15, together with the week beginning the third Monday in January in each year of the contract.
4. Bulk waste collection once each week in each year of the contract.
5. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

#### B. Alternate Bid:

The Alternate Bid shall be based on curbside collection and transportation from 12,800 residential properties on a per unit/per year basis as follows:

1. Residential solid waste once each week in each year of the contract.
2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection once each week between April 1 and December 15, together with the week beginning the third Monday in January in each year of the contract.
4. Bulk waste collection once each week in each year of the contract.
5. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

The Alternate Bid shall be based on cart-only collection of residential solid waste and recycling materials from 10,400 residential properties utilizing an automated collection system consisting of a single operator, side-loading trash or recycling collection vehicle that uses a mechanical arm to lift a trash or recycling container and deposit the trash or recycling materials either directly into the body of the collection vehicle or into a container attached to the front of the collection vehicle (Curroto system) which then periodically deposits the materials into the body of the collection vehicle, and the collection and transportation of yard waste and bulk items from these same properties using traditional collection methods and not using an automated collection system.

The Alternate Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from 2,400 residential properties using traditional (manual) collection methods and not utilizing an automated collection system. A map showing the location of these 2,400 residential properties is included as Exhibit I.

If an Alternate Bid is awarded, the Successful Bidder shall purchase, maintain, and deliver during the term of the contract, one ninety-six (96) gallon wheeled trash container to each of the 10,400 residential units being serviced with the automated collection system.

A second ninety-six (96) gallon wheeled trash container shall be made available to any individual residential property owner upon request. Each residential property owner requesting a second ninety-six (96) gallon wheeled container shall be responsible for the cost of the container which shall not exceed the Successful Bidder's cost plus ten (10%) percent. The Successful Bidder shall invoice the resident directly for the cost of the second container.

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

All wheeled trash containers must be clean and deodorized prior to delivery. Any damaged wheeled trash containers provided by the Successful Bidder shall be repaired or replaced within 48-hours after being reported to the Successful Bidder.

#### C. Roll-off Container Unit Price

Each bidder shall provide unit prices for twenty (20) cubic yard and thirty (30) cubic yard roll-off containers for municipal solid waste at locations in the Township, as determined by the Township, to be used for Township purposes. It shall be assumed that the Township may utilize roll-off container service at any time during the life of the contract, and shall not be limited or restricted as to quantity or location of roll-off container service other than the unit price submitted with the bid.

1.03 Residential Solid Waste Disposal

Residential solid waste collected under either the Primary Bid or Alternate Bid shall be delivered to the Waste Innovations Falls Facility, 1201 New Ford Mill Road, Morrisville, PA 19067, or to another disposal facility as may be designated by the Township from time to time, or at any time, that is within thirty (30) miles of the intersection of Bristol Road and Bustleton Pike.

1.04 Recyclable Materials Disposal

Recyclable materials collected under either the Primary Bid or Alternate Bid shall be delivered to the Waste Management Recycling Center, 1201 New Ford Mill Road Morrisville, PA 19067, or to another disposal facility as may be designated by the Township from time to time, or at any time, that is within thirty (30) miles of the intersection of Bristol Road and Bustleton Pike.

1.05 Yard Waste Disposal

Yard waste collected under either the Primary Bid or Alternate Bid shall be delivered to Waste Management, Inc. Fairless Landfill, 1000 Bordentown Road, Morrisville, PA 19067, or to another disposal facility as may be designated by the Township from time to time, or at any time that is within thirty (30) miles of the intersection of Bristol Road and Bustleton Pike.

1.06 Bulk Item Collection

Bulk Waste shall be collected curbside on days designated for residential solid waste collection. There is a limit of one such item per residential property per week. Bulk waste shall be disposed of in the same manner as residential solid waste.

1.07 Collection of Municipal Waste from Street Sweeping

The Successful Bidder shall collect, transport, and dispose of all Township-generated street sweeping debris by providing thirty (30) cubic yard roll-off capacity dumpsters to the Northampton Township Public Works Department, 65 Township Road, Richboro, PA, on dates and times arranged between the Department and the Successful Bidder. The dumpsters for street sweeping debris shall be emptied as often as necessary. This service will require the use of approximately twenty-five (25) dumpsters each year. The cost of providing this service shall be included in the bid.

1.08 Non-Residential Properties

Solid waste or other waste materials generated by non-residential properties are not included in the scope of services in these Bid Documents.



## 1.09 Collection at Municipal Properties

The successful bidder shall collect, transport, and dispose of all solid waste from township-owned properties by providing six (6) cubic yard capacity dumpsters at the locations noted below.

The successful bidder shall collect, transport, and dispose of all recyclable materials from township-owned properties at the locations noted below. All recycling materials will be placed for collection at each location in sixty-five (65) gallon wheeled recycling containers. Each location may place a varying number of sixty-five (65) gallon wheeled recycling containers for collection from week to week, and there may be from one (1) to six (6) containers at some of the locations.

The number, type, and size of dumpsters to be provided for solid waste at each location as listed below is shown in parentheses:

- a. Administration Building, 55 Township Road, Richboro (1 - 6 CY trash dumpster)
- b. Police Station, 111 Township Road, Richboro (1 – 6 CY trash dumpster)
- c. Public Works Department, 55 Township Road, Richboro (2 – 6 CY trash dumpsters)
- d. Recreation Center, 345 Newtown-Richboro Road, Richboro (2 – 6 CY trash dumpsters and 2 – 6 CY recycling dumpsters)
- e. Civic Center 2, 475 Newtown-Richboro Road, Richboro (1 – 6 CY trash dumpster)
- f. Northampton Library, Upper Holland Road, Richboro (1 – 6 CY trash dumpster)
- g. Hampton Ballfields, 350 St. Leonard’s Road, Holland (1 – 6 CY trash dumpster)
- h. Country Club, 301 Newtown-Richboro Road, Richboro (2 – 6 CY trash dumpsters and 2 – 6 CY recycling dumpsters)
- i. Senior Center, 65 Township Road, Richboro (1 – 6 CY trash dumpster)
- j. Park Maintenance Garage, 279 New Road, Churchville (1 – 6 CY trash dumpster)
- k. Richboro Fire Station #3, 50 Newtown-Richboro Road, Richboro (1 – 6 CY trash dumpster)
- l. Holland Fire Station #73, 451 East Holland Road, Richboro (1 – 6 CY trash dumpster)
- m. Churchville Fire Station #83, 283 Hatboro Road, Churchville (1–6 CY trash dumpster)

The Township may require the Successful Bidder to provide up to three (3) additional dumpsters at these locations, or elsewhere, during the contract period, and/or to increase or reduce the size of dumpsters at each location at no additional cost.

The dumpsters provided for solid waste generated from municipal properties, and all recycling containers placed for collection at these same locations shall be emptied as often as necessary, but not less than once each week. The dumpsters for solid waste and recyclable materials at the Northampton Valley Country Club, Recreation Center, and Civic Center shall be emptied twice weekly on Mondays and Fridays each week. The cost of providing this service shall be included in the bid.

1.10 Examination of the Township

Bidder shall inspect all areas and locations included within the scope of services so as to make their own judgment with respect to the number of collection locations and all other circumstances affecting the cost of the services to be provided, and the nature of the work to be performed. The Successful Bidder shall assume patent and latent risks in connection therewith.

1.11 Examination of Bid Documents

The Township does not make any representations in connection with any of the materials which form part of this proposal, including the Instructions to Bidder, General Specifications, Detailed Specifications, Exhibits and all other documents contained herein (collectively "Bid Documents"). Bidders are advised to carefully examine the Bid Documents to make their own independent evaluation and judgment with respect to the circumstances affecting the cost of services and the manner of their performance.

1.12 Additional Compensation

The Contractor shall be paid the unit price stipulated in the contract for the collection and transportation of residential solid waste, recyclable material, yard waste, and bulk items from any new residential dwelling unit occupied during the contract term. An occupied dwelling unit shall be a residential unit that has received a Certificate of Occupancy from the Township during the term of the contract. The Township will notify the Contractor of any new residential dwelling units requiring service under the contract on a quarterly basis.

1.13 Interruption of Township Services/Compliance with Laws

The Successful Bidder, in the performance of the scope of services called for in these Bid Documents, must employ such methods and practices in the performance of its contract, to avoid interruption or interference with the operation of Township services, and shall not violate any applicable statutes, regulations or ordinances of the United States of America, Commonwealth of Pennsylvania, any political subdivision thereof, or Northampton Township, and shall take all necessary steps to ensure that during the course of performance there will be no infringement on the rights of the public.

1.14 Preparation of Bids

Each bidder must submit pricing on a per dwelling unit basis for the services requested in these Bid Documents, and include the total cost of the contract amount for each year of the contract for the Primary Bid and Alternate Bid options. Failure to conform to this requirement may be cause for rejection of a bid by the Township.

1.15 Signature of Bidders

The Firm, Corporation, or individual name of a bidder must be manually signed in ink in the space provided on the Bid Proposal Form. In the case of a Firm or Corporation, the title of the Officer signing on behalf of such entity must be stated, the seal of the Firm or Corporation must be affixed, and the Officer executing the document on behalf of the firm or Corporation shall include a certified copy of the form indicating that Officer's authority to submit a bid on behalf of the Firm or Corporation. In the case of a Partnership, the signature of an authorized Partner must be below the Firm name, together with an indication that the signature is that of a Partner. In the event that some other agent of the Partnership submits or executes a bid for the Firm, that individual must include a notarized statement executed by the Partnership, which designates the individual as an Agent authorized to execute and submit the bid.

1.16 Bidders Affidavit

Each bidder shall duly execute and deliver the Bidder's Affidavits on the forms attached hereto.

1.17 Consent of Surety

Each bid shall be accompanied by Consent of Surety from an approved Surety Company that is licensed to conduct business in the Commonwealth of Pennsylvania. The Consent of Surety must be accompanied by a letter stating that the Surety agrees to furnish the required Performance Bond, which is made a condition of the awarding of a contract under the provisions of these Bid Documents.

1.18 Bid Guaranty

Each bid must be accompanied by either a Bid Bond or a certified check in the amount of 10% of the total bid amount, payable to Northampton Township, and submitted as an unconditional guaranty that in the event the bid is accepted, and a contract is awarded, the successful bidder will duly execute the same.

1.19 Affirmative Action Affidavit

Each bidder shall complete, sign, and deliver at the time of the submission of the bid, an Affirmative Action Affidavit on the form included in these Bid Documents.

#### 1.20 Affidavit of Non-Collusion

Each bidder shall complete, sign, and deliver at the time of the submission of the bid, an Affidavit of Non-Collusion on the form included in these Bid Documents.

#### 1.21 Performance Bond

The successful bidder shall furnish the Township with a Performance Bond within thirty (30) days of contract award as security for the faithful performance of the contract. The Bond shall be in an amount equal to one hundred percent (100%) the total contract price for the first full year of the contract term.

The Performance Bond shall be renewed annually on the commencement date of each new contract year, with the same or different Surety, provided that a Performance Bond is continuously maintained and in full force and effect for the full term of the contract year. Renewal and/or replacement Performance Bonds shall be furnished to the Township at least sixty (60) days before the expiration of the previous year's Performance Bond, or the Contractor may be declared in default of the contract. In that event, the Township shall have the right to demand full performance and payment under the Performance Bond then in effect.

The Performance Bond must be accompanied by a Power of Attorney bearing the seal of the bonding company and evidencing the authority of the Bonding Agent to execute the Bond, as well as the right of the Surety Company to do business in the Commonwealth of Pennsylvania. The Surety Company shall be rate as "A", or better by the A.M. Best Company Insurance Services, or equivalent bond rating agency.

#### 1.22 Competency of Bidders

Each bidder shall furnish proof that the bidder, or any parent, subsidiary, or affiliated entity has at least five (5) years' experience as either the owner or the principal operator of a business or businesses engaged in the collection and transportation of solid waste, recycling materials, yard waste, and bulk items from municipalities of not less than 6,000 residential properties. The Township may reject, in its sole discretion, any bid if it determines that a bidder is not qualified to fulfill the obligations hereunder.

Each bidder must complete the Bidder's Questionnaire included in these Bid Documents and any supporting documentation at the time of the bid submission. Failure to include the Bidder's Questionnaire, may cause a rejection of the bid in the sole discretion of the Township.

#### 1.23 Withdrawal of Bids

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

#### 1.24 Disposition of Bid Guaranty

The Successful Bidder shall execute a contract and furnish the required Performance Bond within twenty (20) days after receiving notice from the Township that such bidder was awarded a contract. Upon execution and delivery of the contract and required Performance Bond, any deposits or Bid bonds made by other bidders will be returned.

If the Successful Bidder to whom a contract award is made shall fail to deliver an executed contract and required Performance Bond within twenty (20) days after said award, the Township may vacate the award, and the bidder awarded the contract shall forfeit its Bid Bond as liquidated damages, or the Township may, at its option, recover from such bidder the difference between the price of the initially awarded bid and the amount of the contract that may be subsequently awarded to the next lowest responsible bidder, or pursue any other remedies available under law.

#### 1.25 Interpretation

No interpretation of the meaning of the Bid Documents will be made to any individual bidder. Supplemental instructions, if any, will be made in the form of written addenda which, if issued, will be sent to all parties on record having received the Bid Documents. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under its bid as submitted or from any obligation to conform to the requirements of any such addenda.

#### 1.26 Award of Contract

Any contract award by the Township will be made on or before sixty (60) days following the bid opening date to the lowest responsible bidder, whose bid complies with the requirements of the Bid Documents as determined by the Township in its sole discretion.

The Township reserve the right, in its sole discretion, to reject any or all bids, or to choose that bid which it believes meets the best interests of the Township. The Township also reserves the right to reject any bid that fails to include all documents required to be filed with the bid, and/or that mis-states or conceals any material fact.

The Township shall determine, in its sole discretion, whether a bidder is responsive and/or responsible and may require a bidder to submit additional information to support statements made by a bidder in its bid submission. Each bidder agrees to furnish additional information which may be required by the Township in determining if a bidder is qualified to fulfill the required contract obligations contemplated in these Bid Documents.

The Township reserves the right to waive any non-conformity with respect to any bid, or any error with respect to the same, which does not constitute a substantial departure from the requirements of the Bid Documents, and bidders shall agree that the determination of whether an error or departure is one of substance rests within the sole discretion of the Township.

1.27 Term of Contract

The contract awarded hereunder shall be for a contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods. The Township reserves the right, in its sole discretion, to extend the contract for each of the optional one (1) year periods, or for none of the optional periods.

1.28 Bid Proposal Form

Each bid shall be submitted on the Bid Proposal Form included in these Bid Documents.

1.29 Conditions, Exclusions, or Changes to the Bid Documents

No conditions, exclusions, or changes to the Bid Documents shall be allowed, except if the Township determines, in its sole discretion, that the conditions, exclusions, or changes would be in the interest of the Township. If a bidder includes any conditions, exclusions, or changes to the Bid documents in its bid submission, the bidder shall provide a full and comprehensive explanation as to why such conditions, exclusions, or changes to the Bid Documents are necessary and in the interest of the Township. Bidders are hereby advised that upon the award of a contract, all items, conditions, provisions and procedures set forth in the Bid Documents, and any Addenda or Affidavits pursuant thereto shall be a part of the contract.

## **SECTION 2 - GENERAL SPECIFICATIONS FOR CONTRACTOR AWARDED BID**

### **2.01 Obligation of the Contractor Awarded the Bid**

The Successful Bidder (hereinafter "Contractor"), at its own cost and expense, and in strict conformity with these Bid Documents shall furnish all the material, labor, and equipment necessary for the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk items from all residential and municipal properties within the Township.

### **2.02 Obligation of the Township**

The Township has enacted ordinances to ensure the proper separation of comingled recyclable materials from residential solid waste by each residential property owner or occupant, and for the proper storage and the placement of residential solid waste, recyclable materials, yard waste, and bulk items for collection by the Contractor. The Township shall make payments to the Contractor for collection and transportation services as required by, and in conformance with the terms of the contract, and shall separately contract with disposal facilities to receive and accept all of the solid waste, recyclable materials, yard waste, and bulk items collected by the Contractor.

### **2.03 Supervision by the Contractor**

The Contractor shall designate one or more responsible supervisors with a pickup truck or similar vehicle to monitor the collections being made under the contract. Each supervisor shall have a mobile phone to receive complaints, answer inquiries, and resolve disputes with respect to the services required by the contract. The mobile phone number(s) shall be provided to the Township so that its staff can directly contact the supervisor(s) at all times while collections are being made.

The Contractor shall provide a telephone number that is available to the public for inquiries or to report complaints in connection with the services required by the contract. During non-collection hours, the Contractor shall maintain a voice message answering system at the same telephone number to receive calls.

### **2.04 Notice to the Contractor**

The place of business designated by the Contractor in its bid proposal form is shall be the place at which all notices, letters, e-mails, and other communications shall be served by the Township, either through regular mail, certified mail, or electronic communications. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication delivered to the Contractor at its place of business or delivered to any person under the employ or control of the Contractor.

## 2.05 Inspection

Township designated representatives may inspect the collections being made pursuant to the contract, and may require correction of any improper or deficient performance observed through the supervisor, employee, or agent of the Contractor on duty during collection operations.

## 2.06 Competent Workers to be Employed

The Contractor shall employ only competent workers to perform the tasks required by the contract. An employee of the Contractor shall be disciplined, suspended, or discharged from performing any work under the contract for any one of the following offenses during working hours:

- a. Intoxication and/or use of illegal drugs
- b. Use of loud, profane, vulgar, or obscene language
- c. Any solicitation for gratuities, tips, beverages, etc.
- d. Refusal to collect or handle waste materials if properly placed for collection
- e. Willful damage or destruction of property, including waste containers
- f. Willful scattering or spilling of wastes properly placed for collection
- g. Any act which constitutes a public nuisance in the performance of this contract

The Township will notify the Contractor about any of the above offenses and the Contractor is expected to take any and all required actions to address the offenses. The Contractor may also be penalized for any offenses committed by its employees in accordance with these Bid Documents.

## 2.07 Employee Safety and Training Requirements

The Contractor shall have an up-to-date Safety Training Program and Operations Plan applicable to all employees engaged in the services provided under the contract. The Safety Training Program shall include training components which comply with all Federal, State, and local safety standards applicable to the Contractor's operations.

No employee of the Contractor shall be permitted to work in the Township until such time as said employee has completed the minimum training required to perform the tasks necessary to fulfill the Contractor's obligations under the contract.

The Township reserves the right to inspect the Contractor's Safety Training Program, Operations Plan, and any employee certifications at any time prior to, and during the term of the Contract.



## 2.08 Indemnification

The Contractor shall defend, indemnify, defend, and hold harmless the Township, its elected and appointed officials, officers, employees, agents, affiliates, and authorized volunteers from and against any and all claims, counterclaims, suits, demands, actions, causes of action, losses, damages, setoffs, liens, attachments, judgments, debts, expenses, forfeitures, and/or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of the Contractor and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors in the performance of services under the Contract.

## 2.09 General Insurance Requirements

1.1 - The Contractor shall not commence operations until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Township; nor shall the Contractor allow any Subcontractor to commence operations on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Township of original certificates of insurance signed by authorized representatives of the insurers or, at the Township's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Township's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Township throughout the term of the Contract.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract liability insurance and workers compensation and employer's liability insurance to the same extent required of the Contractor, unless any such requirement is expressly waived or amended by the Township in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Township immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until sixty (60) days prior written notice has been given to the Township. Further, Contractor shall also notify the Township in writing if any of the insurance required hereunder is cancelled or non-renewed.

1.5 - No acceptance and/or approval of any insurance by the Township shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

1.6 - If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Township for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Township denies the request, the Contractor must comply with the insurance requirements as specified in these Bid Documents.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Township. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Township grants specific approval for an exception. The Township hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund.

1.8 - Any deductibles or retentions of \$10,000 or greater shall be disclosed by the Contractor, and are subject to Township's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

## 2.10 Contractor's Liability Insurance

2.1.1 - The Contractor shall purchase and maintain the following insurance coverages for not less than the limits specified below or required by law, whichever is greater:

- a) Commercial general liability insurance or its equivalent on an occurrence basis (claims made coverage not acceptable) for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	each occurrence;
\$1,000,000	personal and advertising injury;
\$1,000,000	general aggregate; and
\$1,000,000	products/completed operations aggregate.

The insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations; and
- iv. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under the Contract.

- b) Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
- i. Liability arising out of the ownership, maintenance or use of any auto;
  - ii. Automobile contractual liability; and
  - iii. Pollution liability - Broadened Coverage for Covered Autos (ISO form CA 9948 or its equivalent).

In lieu of iii. above, pollution liability coverage for the Contractor's auto liability exposures may be arranged under the environmental impairment liability coverage required below.

2.1.2 - Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$500,000 each accident for bodily injury by accident;
- \$500,000 each employee for bodily injury by disease; and
- \$500,000 policy limits for bodily injury by disease.

2.1.3 - Umbrella excess liability or excess liability insurance or its equivalent with the following minimum limit:

- \$3,000,000 per occurrence;
- \$3,000,000 aggregate for other than products/completed operations and auto liability
- \$3,000,000 products/completed operations aggregate

and including all of the coverages on the applicable schedule of underlying insurance for commercial general liability, business auto liability, and employer's liability.

2.1.4 - Environmental impairment liability (pollution legal liability) insurance or its equivalent (claims made coverage is acceptable) with minimum limits of:

- \$1,000,000 per pollution incident
- \$2,000,000 annual aggregate.

This insurance shall include both premises and operations, and products and completed operations coverage for the liability of the Contractor and its directors, officers, and employees for claims arising out of the Contractor's negligence in the collection, handling, hauling, loading or unloading, removing or storing of residential solid waste, recyclable materials, yard waste, and bulk items or similar material, with such coverage to be maintained for two (2) years after the expiration of the contract.

2.1.5 - The Township and its affiliates, elected and appointed officials, employees, agents, and authorized volunteers shall be named as additional insureds on Contractor's commercial general liability and umbrella and excess liability insurance policies with respect to liability arising out of, or related to, Contractor's services performed under the Contract and the certificate(s) of insurance, or the certified policy or policies if requested, must so state this.

2.1.6 - Insurance provided to the Township and its elected and appointed officials, employees, agents, and authorized volunteers under any Contractor's liability insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.7 - Insurance provided to the Township and its affiliates, elected and appointed officials, officers, employees, agents, and authorized volunteers as specified and required herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Township and its affiliates elected and appointed officials, officers, employees, agents, and authorized volunteers shall be excess of and non-contributory with insurance provided to the Township and its elected and appointed officials, officers, employees, agents and authorized volunteers as specified herein.

#### 2.11 Acknowledgment of Contractor's Independent Contractor Status

Contractor hereby acknowledges its status as an independent Contractor while performing services under the contract and that the Township's workers compensation coverage is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's performance of services for the Township. To the fullest extent permitted by law, the Contractor specifically waives any right of recovery against the Township and its elected and appointed officials, officers, volunteers, consultants, agents and employees for personal injury and/or loss of income suffered during the performance of services as an independent contractor for the Township. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including negligence by the Township and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the foregoing.

#### 2.12 Waiver of Subrogation

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Township and its elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of or related to Contractor's services performed

under this Contract. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of the Township and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the foregoing.

2.13 Damage to Property of the Contractor and its Invitees

The Contractor shall be solely responsible for any loss or damage to all property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Township or arises out of or is related to Contractor's services performed under this Contract.

2.14 Correction of Breaches of Non-Performance

In the event that the Contractor shall be in breach of the contract, or if the Contractor fails to collect the materials required by the Bid Documents, and such breach or failure shall continue for a period of two (2) consecutively scheduled pick-up dates, inclusive of holidays, the Township may, at its option, declare the contract in default.

Upon a declaration of default, the Township may notify the Contractor's Surety on its performance bond of the Contractor's default of its obligations under the contract, and require the Surety, within seven (7) days of the notice, to: (a) undertake the completion of the contract, (b) provide financial assistance to the Township to remedy the default, and/or (c) pay the full amount of the Performance Bond. These options shall be cumulative to any and all other legal and/or equitable rights of the Township, and the Township may avail itself of any and all legal and/or equitable remedies available to it against the Contractor and/or its Surety for the immediate and specific performance of the contract, and the payment of all damages sustained by reason of said breach.

In the event of a labor stoppage; labor strike; lockout; destruction of, or damage to, or interruption, suspension, or interference with the operation of the Contractor's equipment caused by Acts of God, fires, explosions, or other similar events beyond the reasonable control of the contractor, or by restraints of government, lawful orders of court, administrative agencies, or governmental officers, or by suspension, termination or interruption of governmental licenses or permits, and/or by changes in laws, regulations or ordinances, then the Contractor shall be excused from the performance of the contract, however, under any such circumstance, it is acknowledged that the Township's cost of performing the work specified in the contract to be done during any such period shall be charged to the Contractor and paid to the Township as in the case of a default by the Contractor.

## 2.15 Hindrances and Delays

The risks and uncertainties in connection with the Contract are assumed by the Contractor as part of its contract and are compensated in accordance with the contract price for the work. The Contractor, except as otherwise definitely specified in the contract, shall bear all loss or damage from hindrances and/or delays from any cause during the progress of any portion of the work embraced in the contract, including all loss or damage arising out of the nature of the work to be completed, or from the action of the elements, inclement weather and floods, pandemic, or from any unforeseen and unexpected conditions or circumstances encountered in connection with the work, or from any cause whatsoever. Except as otherwise definitely specified in the contract, charges other than that so included in the contract price for the work shall not be made by the Contractor against the Township for such loss or damage.

Should the work be stopped by Order of the Township for any cause, other than those authorized in the contract, then and in that event such expense as, in the opinion of the Township, is caused to the Contractor hereby, other than the legitimate cost of carrying on the contract, will be paid by the Township.

## 2.16 Penalties

The Township shall notify the Contractor of all complaints regarding performance of the contract and it shall be the duty of the Contractor to take whatever steps are necessary to remedy the complaints in a timely manner in accordance with these Bid Documents.

In addition to any other remedies set forth in these Bid Documents for non-performance or default, the failure by the Contractor to remedy complaints shall result in the imposition of penalties, and the Township may deduct these penalties from any payments due to, or which may become due to, the Contractor as follows:

- A. **Failure to clean-up spilled material** - Two Hundred Dollars (\$200.00) for each occurrence.
- B. **Failure to resolve missed collections within eight (8) working hours** - Two Hundred Dollars (\$200.00) for each occurrence. For example, a complaint received by the Contractor at 10:00 am on Tuesday must be resolved by 6:00 pm that same day. A complaint received by the contractor at 4:00 p.m. on Monday must resolved by 12:00 pm on Tuesday.
- C. **Missed collections at the same address within a six (6) -month period** - Four Hundred Dollars (\$400) for the third and subsequent violation
- D. **Changing the collection day without notifying the Township** - One Thousand Dollars (\$1,000) for each occurrence.

- E. **Starting route collections before 6:00 am** - Five Hundred Dollars (\$500) for each occurrence.
- F. **Collections after 6 pm** - Three Hundred Dollars (\$300) for each occurrence.
- G. **Violations of Section 3.12, Manner of Performance** - Five Hundred Dollars (\$500) for each occurrence.
- H. **Failure to properly separate recyclable materials from residential solid waste** or any other action which causes a truckload of recyclable material to be rejected by the recycling facility - One Thousand Dollars (\$1,000) per load.
- I. **Failure to collect bulk item appropriately placed for collection on the specified day of collection** - One Hundred Dollars (\$100) per occurrence.
- J. **Employee offenses** - One Hundred (\$100) Dollars per occurrence.
- K. **Failure to provide a supervisor on the street or to have mobile phone service** - Two Hundred Dollars (\$200) per occurrence.
- L. **Failure to place empty containers upright at the curb or street line after collection** – One Hundred (\$100) Dollars per occurrence.
- M. **Placement of empty containers that block a driveway or street** – Three Hundred (\$300) Dollars

#### 2.17 Payments

The Contractor shall be paid by the Township on a monthly basis on or before the last day of the succeeding month during which the Contractor performed collection services. The Contractor must submit an invoice by the 10<sup>th</sup> day of each month to permit proper review and processing by the Township. The invoice must include the number of dwelling units serviced, the cost per unit, any additional costs incurred as provided for under the contract, and the total price being charged for the month.

#### 2.18 Assignment

Neither the services provided under the contract, or any portion thereof, or any of the proceeds thereof, may be assigned, sublet, or transferred to any person, firm or corporation, except with the prior written consent of the Township, provided however, that the contract may be assigned to any wholly owned subsidiary of the Contractor, with consent from the Township upon thirty (30) days prior written notice of such assignment, which consent shall not be unreasonably withheld. Such assignment shall not release the Contractor from any liability or obligations under the contract.

2.19 No Waiver of Contract

No violation, breach, or failure of performance shall be deemed to be waived by the Township because of payment by the Township made in accordance with these Bid Documents, nor shall such payment or payments be deemed to be a waiver of the Township's right to terminate the contract pursuant to the terms of the contract.

2.20 Compliance with all Laws

The Contractor shall comply with all federal, state, and local laws and regulations in the performance of services under this contract, including, but not limited to, Act 90 known as the Pennsylvania Waste Transportation Safety Act of 2002, Act 97 known as the Pennsylvania Solid Waste Management Act of 1980, and Act 101 known as the Pennsylvania Municipal Waste Planning, Recycling, and Waste Reduction Act of 1988.



### **3.00 DETAILED SPECIFICATIONS**

#### **3.01 Definitions**

For the purposes of these Bid Documents the following words and phrases shall have the meaning stated below:

1. "Aluminum Containers" shall mean empty all-aluminum beverage and food containers.
2. "Bi-Metal Containers" shall mean empty food or beverage containers constructed of a mixture of metals, usually tin or steel.
3. "Bulk Waste" shall mean large items of refuse including, but not limited to, furniture, carpet, mattresses, and appliances.
4. "Catalogs" shall mean any of a variety of mail-order publications printed on "glossy" coated paper.
5. "Container" shall mean a can, mechanical bin, box, container, wheeled container, or biodegradable bag used for storage of residential solid waste, recyclable materials, or yard waste.
6. "Contractor" shall mean the person, firm, or corporation awarded a contract by the Township to perform the services required by the Bid Documents.
7. "Corrugated Paper" shall mean structural paper material with an inner core shaped in ridged parallel furrows and ridges.
8. "Disposal Facility" shall mean a PA DEP permitted facility that processes solid waste, recyclable materials, and yard waste. Disposal Facilities include composting facilities, incinerators, resource recovery facilities, waste-to-energy facilities or sanitary landfills.
9. "Glass Containers" shall mean bottles and jars made of clear, green, or brown glass, and not including non-container glass, plate glass, blue glass, porcelain, and ceramic products.
10. "Governing Body" shall mean the Board of Supervisors of Northampton Township.
11. "Hazardous Waste" shall mean any waste that is considered harmful or potentially harmful to public health as defined in the Pennsylvania Solid Waste Management Act (Act 97). This shall include, but not be limited to, explosives, toxic materials, and medical wastes. For purposes of this agreement, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner such as aerosol cans, pesticides, fertilizers, etc.

12. "Junk Mail" shall mean printed material that is delivered to residential dwellings through the mail system, such as envelopes, advertisements, catalogs, magazines, solicitations and similar materials.
13. "Magazines" shall mean printed matter containing miscellaneous written pieces published at fixed or varying intervals. Expressly excluded are all other paper products.
14. "Municipality" shall mean a unit of local government.
15. "Municipal Properties" shall mean lands, buildings, and other facilities owned or controlled by Northampton Township.
16. "Office Paper" shall mean all paper typically generated from office uses.
17. "Paperboard" shall mean a thick paper based material made of pressed paper pulp or pasted sheets of paper commonly used for food boxes, gift boxes, pizza boxes, and posters.
18. "PA DEP" shall mean the Pennsylvania Department of Environmental Protection.
19. "Plan" shall mean the Municipal Solid Waste Management Plan submitted by Bucks County, Pennsylvania to the Pennsylvania Department of Environmental Resources and the Bucks County Solid Waste Management Plan applicable to Northampton Township.
20. "Recyclable Materials" shall mean those materials specified by the Township for separate collection which may be processed for re-use. Such materials include, but shall not be limited to glass containers, aluminum containers, steel and bi-metal containers, office paper, paperboard, newsprint, junk mail, corrugated paper, and plastics with #1, #2, #3, #4, #5, #6 or #7 imprinted on container.
21. "Recycling" shall mean the separation and collection of materials specified by the Township which would otherwise be disposed of or processed as residential solid waste.
22. "Recycling Facility" shall mean a facility that receives, processes, stores, handles, and ships recyclable materials for re-use.
23. "Regulations" shall mean the municipal solid waste, recycling, and yard waste regulations of the Township governing the separation, storage, collection, transportation, processing, and disposal of residential and municipal solid waste, recyclable materials, and yard waste.
24. "Residential Property" shall mean all properties used for residential purposes identified by the Township as eligible for waste collection services in accordance with these Bid Documents.

25. "Residential Solid Waste" or "Trash" shall mean garbage, and other discarded solid material normally generated at a residential property, including bulk waste, and not including hazardous waste, recyclable materials, or yard waste.
26. "Residential Property" or Residential Unit" shall mean a single-family home, townhome, or other building or portion of a building used as an individual living area identified by the Township as eligible for waste collection services in accordance with these Bid Documents. The term "dwelling unit" shall be interchangeable with the term "residential property" and "residential unit".
27. "Steel Containers" shall mean empty steel food or beverage containers, other than aluminum containers.
28. "Tipping Fee" shall mean the charge or cost to tip, dump, or otherwise dispose of solid waste, recyclable materials, yard waste or bulk items at a disposal facility.
29. "Township" shall mean the Township of Northampton, Bucks County, Pennsylvania
30. "Wheeled Container" shall mean a ninety-five (95) gallon or sixty-five (65) gallon capacity plastic mobile cart with molded wheels, plastic lid with snap-on hinge, steel pick-up bar, and molded-in handle for easy movement, designed so that the wheels and/or lid may be easily replaced without the need to replace the entire container.
31. "Yard Waste" shall mean leaves, garden residue, shrubbery, tree trimmings not exceeding three (3) inches in diameter, and similar materials, but not including grass clippings leaf waste, as defined above and grass clippings.

### 3.02 Separation of Recyclable Materials

Every residential property shall be required by the Township to separate recyclable materials from residential solid waste, and place the recyclable materials in a sixty-five (65) gallon wheeled container provided by the Township for separate collection and transportation to a recycling facility. The Township shall use its best efforts to educate residents about the types of recyclable materials to be collected for recycling purposes.

### 3.03 Schedule

The Contractor shall collect residential solid waste and recyclable materials throughout the Township on Mondays, Tuesdays, and Thursdays, and shall collect yard waste on Tuesdays, Wednesdays, and Fridays in three designated zones as shown in Exhibit J of these Bid Documents; however, the Contractor may implement a different collection schedule with written approval from the Township.

Each residential property subject to collection in accordance with the Bid Documents shall be notified by the Contractor at least thirty (30) days in advance of any change to the collection schedule. The cost of all notifications, including printing, mailing, and delivery costs shall be the responsibility of the Contractor.

#### 3.04 Holidays

There shall be no residential solid waste, recyclable materials, or yard waste collection service provided on the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a scheduled residential solid waste collection day, recyclables materials collection day, or yard waste collection day falls on one of the aforementioned holidays, then such collection shall occur on the next day, and the collection schedule for the rest of that week shall be delayed one day as well.

#### 3.05 Hours and Days of Collection

The Contractor may collect residential solid waste, recyclable materials, yard waste and bulk items between the hours of 6:00 am and 6:00 pm on scheduled collection days. No collections shall occur later than 6:00 pm, except during weather emergencies. Collections may occur on Saturdays due to a holiday occurring during the week, or in the event of a weather emergency such as a snowstorm. No collections shall be made on Sunday.

#### 3.06 Collection Routes

The Contractor shall establish collection routes and provide the routes to the Township at least thirty (30) days prior to the start of the contract. The routes shall not be changed without prior approval from the Township. The Contractor shall follow the same routes on each collection day.

#### 3.07 Preparation of Solid Waste and Recyclable Materials for Collection

Each residential property owner shall place residential solid waste at the curb or street line for collection in approved plastic or metal containers, or wheeled containers if the Option Bid is awarded. All solid waste shall be thoroughly drained of water and wrapped securely in paper or plastic bags before being placed in the container. Solid waste which is too bulky to fit in the container, shall be broken up so as to fit, or may be securely tied in bundles not to exceed 50 pounds in weight or three (3) feet in length and placed next to the containers at the curb or street line.

Each residential property owner shall place recyclable materials, prepared in accordance with the Township's recycling regulations, at the curb or street line for collection in approved sixty-five (65) gallon wheeled containers.

Each residential property owner or occupant shall place loose yard waste at the curb or street line for collection in approved hard plastic or metal containers, wheeled containers, or biodegradable paper bag not to exceed fifty (50) pounds in weight. Tree trimmings not exceeding three (3) inches in diameter shall be securely tied in bundles not to exceed fifty (50) pounds in weight or three (3) feet in length and placed next to the containers at the curb or street line.

### 3.08 Wheeled Containers

The Contractor shall supply, during the term of the contract, new sixty-five (65) gallon wheeled containers for recyclable materials to all new residential dwelling units, and to all existing residential properties that do not have a wheeled container due to loss, damage, or wear and tear. The cost of the wheeled containers shall be included in the bid. All wheeled containers, including replacement wheeled containers and those provided under the Alternate Bid, shall be owned by the Township and shall remain the property of the Township after the contract terminates.

The Contractor shall assume, for purposes of its bid, that the Township will need one-hundred (100) sixty-five (65) gallon wheeled containers for recyclable materials delivered to either new residential properties, or as repair or replacement containers in each contract year. At the end of each contract year, there shall be a reconciliation between the Contractor and Township concerning the number of containers actually delivered or replaced. If the Contractor delivers less than one-hundred (100) containers during any contract year, the Township shall be credited for the number of containers not delivered at the Contractor's cost. If the Contractor delivers more than one-hundred (100) containers, the Township shall be invoiced, at Contractor's cost for the additional containers delivered in excess of one-hundred (100) containers.

All wheeled containers, including those provided for residential solid waste under the Alternate Bid, shall conform to the American National Standards Institute (ANSI) standards. The color of the containers including lids shall be green. The universal recycling logo with the name of the Township shall be imprinted on the outside of each wheeled recycling container, and recycling information shall be printed or laminated on the lid of each container. The Township must approve the content and design of the recycling information, logo and Township name in advance.

Wheeled containers for residential solid waste, whether ninety-six (96) gallon or sixty-five (65) gallon capacity shall be imprinted with the name of the Township on two sides of the can and the lid. The side of the wheeled container that must face the street for mechanical collection shall be imprinted with the words "This Side To Street" to inform the property owner about proper container placement.

### 3.09 Amounts of Solid Waste, Recyclable Materials and Yard Waste to be Collected

Each residential property with traditional collection service shall be permitted to place for collection on each collection day an amount of residential solid waste not to exceed six (6) containers.

Each residential property shall be permitted to place for collection on each collection day an unlimited amount of recyclable materials each only in approved sixty-five (65) gallon wheeled containers.

If the Option Bid is awarded, each residential property owner shall only be permitted to place only ninety-six (96) gallon wheeled containers at the curb or street line for collection, and may not place any additional material outside the wheeled container.

Each residential property shall be entitled to place for collection on each collection day an unlimited amount of yard waste from April 1 to December 15, and the week beginning with the third Monday of January each year, and may place a maximum of five (5) containers, bags, or bundles of yard waste for collection as residential solid waste between December 16 and March 30 each year.

### 3.10 Bulk Items

Each residential property shall be entitled to place one item of bulk waste at the curb or street line on each scheduled residential solid waste collection day each week. Residential property owners shall be encouraged, but not required, to contact the Contractor in advance to advise the Contractor that a bulk item will be placed at the curb or street line for collection.

The Contractor shall be solely responsible for the disposal of any appliances containing refrigerants in the manner prescribed by law. The Contractor shall not knowingly vent or otherwise knowingly dispose of such appliance in any manner which permits refrigerants to enter the environment.

### 3.11 Manner of Collection

The Contractor shall make each collection with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible. All containers, once emptied, shall be placed upright in the same location where they were placed for collection by the residential property owner or occupant. Under no circumstances shall containers be placed to block vehicular access to a driveway or public street, or left anywhere other than at the curb or street line. Under no circumstances are containers to be thrown, dropped, or otherwise mishandled.

The Contractor is prohibited from blocking intersections with any collection vehicle or other equipment, and from collecting both sides of a street while traveling in the same direction on any collector or arterial street in the Township.

### 3.12 Acts of God and Natural Disasters

The Contractor shall be excused from collecting, cleaning, or removing debris resulting from hurricanes, storms, unusually heavy wind, rain, snow, sleet, or other Acts of God which cause the Township to block or close streets due to substantial quantities of debris that prevent the Contractor from fulfilling the obligations required under the contract.

### 3.13 Disposal of Residential Solid Waste

The Contractor shall collect and transport all residential solid waste, including bulk waste, to the Waste Innovations Falls Facility, 1201 New Ford Mill Road, Morrisville, PA 19067, or to another disposal facility as may be designated by the Township from time to time, and at any time, that is within thirty (30) miles of the intersection of Bristol Road and Bustleton Pike.

The Contractor shall assume a zero (\$0) dollars tipping fee for unloading residential solid waste at the Waste Innovations Falls Facility or at any other solid waste disposal facility as may be designated by the Township during the term of the contract. The Contractor shall identify the source of each delivery of residential solid waste, at the time of delivery to the disposal facility, as being from Northampton Township, Bucks County, PA.

In the event that a delivery to the Waste Innovations facility is determined to be hazardous, then such delivery shall be made to an alternate location to be determined by mutual agreement between the Contractor and the Township at no additional fee or charge.

### 3.14 Disposal of the Recyclable Materials

The Contractor shall collect and transport all recyclable materials to the Waste Management – Falls Recycling Facility, 1201 New Ford Mill Road, Morrisville, PA 19067, or to another facility as may be designated by the Township from time to time, and at any time, that is within thirty (30) miles of the intersection of Bristol Road and Bustleton Pike.

The contractor shall assume a zero (\$0) dollars tipping fee for unloading collected recyclable materials at the Waste Management - Falls Recycling Facility or at any other recycling facility as may be designated by the Township during the term of the contract. The Contractor shall identify the source of each delivery of recyclable materials, at the time of delivery to the disposal facility, as being from Northampton Township, Bucks County, PA.

The Contractor is responsible for transporting any contaminated truckload of recyclable materials from the recycling facility to an approved disposal site, and to dispose of the contaminated material at no cost to the Township.

### 3.15 Disposal of Yard Waste

The Contractor shall collect and transport yard waste to the Waste Management - Fairless Landfill, 1000 Bordentown Road, Morrisville, PA 19067, or to another facility designated by the Township that is within thirty (30) miles of the intersection of Bristol Road and Bustleton Pike.

The Contractor shall assume a zero (\$0) dollars tipping fee for unloading the collected yard waste at the Waste Management - Fairless Landfill, or at any other yard waste disposal facility designated by the Township during the term of the contract. The Contractor shall identify the source of each delivery of yard waste, at the time of delivery to the disposal facility, as being from Northampton Township, Bucks County, PA.

### 3.16 Transportation Routes

The Contractor shall instruct its vehicle drivers to use major transportation routes and avoid residential and non-numbered routes in transporting residential solid waste, recyclable materials, yard waste, and bulk items to the designated disposal facilities.

### 3.17 Vehicles and Equipment

The Contractor shall provide a sufficient number of vehicles or other equipment to fulfill the obligations required under the contract. All vehicles used for the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk items shall be seven (7) years of age or less when in use, and shall be registered with, and conform to the latest requirements of Federal and Pennsylvania Department of Transportation regulations, the regulations of the Pennsylvania Department of Environmental Protection, and the American National Standards Institute for mobile Wastes and Recyclable Materials Collection, Transportation and Compaction Equipment Safety Requirements.

All vehicles used for the collection and transportation of residential solid waste and yard waste shall be compaction types that are enclosed to prevent spillage of any materials. With the approval of the Township, the Contractor may employ equipment other than compaction type vehicles.

All vehicles shall be maintained in good working order and shall be constructed and maintained so as to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be of a uniform color and shall be in good repair. The Township shall have the right to inspect all vehicles at any time during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of all collection vehicles and other equipment used in the execution of the contract.



All vehicles shall be equipped with two-way radios or mobile phones, and be capable of communicating with the Contractor's main office and all Contractor-assigned supervisors during collection hours.

The Township may order any of the Contractor's vehicles used in the performance of the contract out of service if the vehicle is not maintained in accordance with these Bid Documents. In such event, the Contractor shall place another conforming vehicle in service at its sole cost and expense.

The Contractor shall not store vehicles or equipment on public or private roads except in the event of an emergency. The Township shall be promptly notified and the disabled vehicle or equipment moved to a proper location as soon as possible after the emergency has ended.

All vehicles shall be equipped with a broom, shovel, and drying agent to soak up spills. All spills and or otherwise scattered materials shall be cleaned up immediately during the collection process.

### 3.18 Overweight Vehicles

The Contractor shall be solely responsible for all costs and/or fees charged for any vehicle used in the service of the contract that is determined by any law enforcement agency or disposal facility to exceed its legally allowable weight limit. In the event a Township-designated disposal facility levies a fee to the Township for an overweight vehicles used by the Contractor in transporting waste from the Township, the Township shall have the right to deduct such fees from the Contractor's monthly invoices.

### 3.19 Non-Performance by the Contractor

Non-performance by the Contractor of its obligations under the contract pose a danger to the health, safety, and welfare of the residents of the Township and may, at the option of Township, be sufficient cause to declare the Contractor in default, terminate the contract, or require performance under the performance bond of the Contractor. Such options shall not be exercised under any of the following circumstances:

- a. The non-performance is caused by unavoidable casualties to more than a majority of the collection vehicles of the Contractor for a period not exceeding five (5) continuous days.
- b. In the event of a strike or other labor dispute by the employees of the contractor which prevents operation of the Contractor's vehicles.
- c. Legal acts of a duly constituted public authority other than the Township, if such acts are not provoked by any act of omission or commission by the Contractor.
- d. Any act of God and/or Nature, civil disturbances, and/or war.

Non-performance by the contractor for whatsoever reason or nature, and regardless of whether it is substantial and/or a menace to the health, safety, and welfare of the Township residents shall be just cause, at the option of the Township, for a deduction by the Township of monies it expends to provide services required by the contract, which would otherwise be due the Contractor, for performance under the contract.

### 3.20 Special Services

**Residential Property Notification System** - The Contract shall offer to each residential property owner or occupant serviced under the contract the option to enroll in an e-mail or texting service during the contract term that provides information to each individual customer, including late collections or any other issues related to service under the contract. Each such e-mail or text message sent to said owner or occupant enrolled in the e-mail or texting service must include information such as telephone numbers or website links to the Contractor's main office so that the owner or occupant can obtain additional information on service delays or changes to the manner of collection.

**Public Awareness Campaign** - The Contractor shall conduct one (1) mass mailings annually to every Residential Property in the Township to promote public awareness of the Township's residential solid waste, recycling, and yard waste collection program. The mailing shall be sent by March 15 each year, and shall provide general information on scheduling, routes, the proper preparation of recycling materials, and information on the residential property notification system.

The content of all mailings must be approved by the Township before being mailed or delivered by the Contractor. All costs involved in the mailings, including the cost of designing and printing the information and postage shall be the responsibility of the Contractor.

**Violation Notices** - The Contractor shall design a violation notice form to be used to advise residential properties of non-compliance with regulations on proper preparation of residential solid waste, recycling materials, yard waste, or bulk items. Said notice shall be delivered by the Contractor directly to the residential property on the date of the alleged non-compliance. The design and content of the form must be approved by the Township.

## LIST OF EXHIBITS

Exhibit A	Bid Documents Checklist
Exhibit B	Bid Proposal Form
Exhibit C	Bidder's Affidavit
Exhibit D	Non-Collusion Affidavit
Exhibit E	Bidder Questionnaire
Exhibit F	Vehicle Dedication Affidavit
Exhibit G	Affirmative Action Affidavit
Exhibit H	Form of Collection Contract
Exhibit I	Map of Collection Areas Using Traditional Collection Methods under Alternate Bid
Exhibit J	Map of Collection Zones

**EXHIBIT A**

**BID DOCUMENTS CHECKLIST**

\_\_\_\_\_ Bid Proposal Form (Exhibit B)

\_\_\_\_\_ Bidders Affidavit (Exhibit C)

\_\_\_\_\_ Non-Collusion Affidavit (Exhibit D)

\_\_\_\_\_ Bidder's Questionnaire (Exhibit E)

\_\_\_\_\_ Vehicle Dedication Affidavit (Exhibit F)

\_\_\_\_\_ Affirmative Action Affidavit (Exhibit G)

\_\_\_\_\_ Form of Collection Contract (Exhibit H)

\_\_\_\_\_ Consent of Surety

\_\_\_\_\_ Bid Bond or Certified Check in the amount of 10% of the bid made payable to  
"Northampton Township"

\_\_\_\_\_  
Name of Firm or Individual (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXHIBIT B

### BID PROPOSAL FORM

The undersigned, having inspected Northampton Township, Bucks County, Pennsylvania, either personally or through duly authorized representatives, and also having read and examined the Bid Documents for residential solid waste, recycling materials, yard waste, and bulk item collection, which are understood and accepted as sufficient for the purpose of submitting a conforming bid, hereby proposes to furnish all labor, equipment, and facilities necessary to commence services contemplated by these Bid Documents on January 1, 2023.

The Township seeks bids on the following in full compliance with the Bid Documents:

**Primary Bid:** The Primary Bid shall be based on curbside collection and transportation from 12,800 residential properties on a per unit/per year basis as follows:

1. Residential solid waste once each week in each year of the contract.
2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection once each week between April 1 and December 15, and the week beginning with the third Monday in January in each year of the contract.
4. Bulk waste collection once each week in each year of the contract.
5. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

**Alternate Bid:** The Alternate Bid shall be based on curbside collection and transportation from 12,800 residential properties on a per unit/per year basis as follows:

1. Residential solid waste once each week in each year of the contract.
2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection once each week between April 1 and December 15, and the week beginning with the third Monday in January in each year of the contract.
4. Bulk waste collection once each week in each year of the contract.
5. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Under the Alternate Bid, residential solid waste and recycling materials collection from 10,400 residential properties shall be performed utilizing an automated collection system consisting of a single operator, side-loading, trash or recycling collection vehicle that uses a mechanical arm to lift a trash or recycling container and deposit the trash or recycling materials either directly into the body of the trash or recycling collection vehicle, or into a container attached to the front of the collection vehicle (Curroto system), which then periodically deposits the materials into the body of the collection vehicle.

**Roll-off Container Unit Price:** Provide unit prices for 20 cubic yard and 30 cubic yard container service for municipal solid waste at various locations in the Township on an as-needed basis.

**Term:** All bids shall include pricing for a contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Bidder proposes the following costs for services contemplated under the Bid Documents:

**Primary Bid: 3-Year Contract with two (2) Option Years based on 12,800 Units**

Annual Cost per unit	Total Bid Price
2023 _____	2023 _____
2024 _____	2024 _____
2025 _____	2025 _____
<u>Option Years</u>	<u>Option Years</u>
2026 _____	2026 _____
2027 _____	2027 _____

**Alternate Bid: 3-year contract with two (2) option years based on 12,800 units**

Annual Cost per unit	Total Bid Price
2023 _____	2023 _____
2024 _____	2024 _____
2025 _____	2025 _____
<b>Option Years</b>	<b>Option Years</b>
2026 _____	2026 _____
2027 _____	2027 _____

**Roll-off Container Unit Price – 3-year contract with two (2) option years**

20 cubic yard container

30 cubic yard container

2023 \_\_\_\_\_

\_\_\_\_\_

2024 \_\_\_\_\_

\_\_\_\_\_

2025 \_\_\_\_\_

\_\_\_\_\_

**Option Years**

2026 \_\_\_\_\_

\_\_\_\_\_

2027 \_\_\_\_\_

\_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit (Exhibit C).**

**EXHIBIT C**

**BIDDER AFFIDAVIT**

I, \_\_\_\_\_ being duly sworn, depose that I reside at

\_\_\_\_\_

and that I am the \_\_\_\_\_ of \_\_\_\_\_.  
Title Name of Bidder

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that all the declarations and statements contained in the bid and any and all affidavits, questionnaires, and documents submitted pursuant to the proposal for bids are true and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
Signature

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

(SEAL)



**EXHIBIT D**

**NON-COLLUSION-AFFIDAVIT**

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ being duly sworn, depose and say that I am  
Name

\_\_\_\_\_ of \_\_\_\_\_  
Title Bidder

the party submitting the foregoing bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any person, to fix the bid price of affiant or other bidder, or to fix overhead, profit or cost element of said bid price, or of that any other bidder, or to secure any advantage against Northampton Township or any person interested in the proposed contract; and that all statements contained in such bid are true; and further that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association of to any member or agent thereof.

\_\_\_\_\_  
Affiant

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

My commission expires: \_\_\_\_\_

(SEAL)

**EXHIBIT E**

**BIDDER QUESTIONNAIRE**

Each bidder shall provide the following information as an integral part of its bid. Failure to answer all questions may render such bid as irregular and non-responsive.

1. How many years of experience in the collection of municipal solid waste has your organization (bidder and/or bidder's parent subsidiary or affiliated corporations) had?

---

2. List the municipalities your organization is now providing collection services for, the number of units serviced in each municipality and the names of the municipal official familiar with your service contract.

<u>Municipality</u>	<u>Number of Units Serviced</u>	<u>Municipal Official</u>
---------------------	---------------------------------	---------------------------

---

---

---

---

---

3. What types of equipment do you intend to obtain and use for the performance of the service contract?

---

---

---

---

---

5. Have you or your organization, or any partners or officers failed to complete a municipal collection contract or defaulted on any such contract? Is so, where?

---

---

---

6. Is your company associated with any other companies directly and/or indirectly? If so, please provide details.

---

---

---

---

---

7. Did you or your organization, or any partners of officers thereof, when the lowest bidder on a municipal collection contract withdraw your bid? If so, explain why.

---

---

---

---

---

---

8. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a municipal collection contract, attempt to sell such bid? If so, explain why?

---

---

---

---

9. Have you or your organization, or any partners or officers thereof, been a party to any law suits or legal actions of a civil or criminal nature arising out of or involving bid contracts, or the performance contracts? If so, provide details and disposition of the matter.

---

---

---

---

10. Are there any unsatisfied judgments recorded against you, your organization or any partners or officers thereof? If so, give details, including the name and address of each judgment creditor; and the amount of each judgment.

---

---

---

---

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

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



**EXHIBIT G**

**AFFIRMATIVE ACTION AFFIDAVIT**

I, \_\_\_\_\_, being duly sworn, depose and say that I reside  
Affiant

at \_\_\_\_\_,

and that I am the \_\_\_\_\_ of \_\_\_\_\_.  
Title Company Name

In such capacity, and for and on behalf of the Company, it is hereby affirmed and agreed as follows:

1. \_\_\_\_\_ will not discriminate against an employee or  
Name of Company

applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or sexual orientation.

2. \_\_\_\_\_ will take affirmative action to ensure that all  
Name of Company

applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, or sexual orientation. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. \_\_\_\_\_ will, in all solicitations or advertisements for  
Name of Company

employees, placed by or on behalf of the Bidder state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, or sexual orientation.

\_\_\_\_\_  
Name of Company Affiant

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

My commission expires \_\_\_\_\_

(SEAL)

## EXHIBIT H

### FORM OF TRASH COLLECTION CONTRACT

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Northampton Township, Bucks County, Pennsylvania (hereinafter "Township") and \_\_\_\_\_ (hereinafter "Contractor"). In consideration of the exchange of covenants and agreements hereinafter set forth and intending to be legally bound hereby, the parties do hereby agree as follows:

A. Documents entitled "Bid Specifications for Solid Waste, Recyclable Materials, Yard Waste, and Bulk Item Collection and Transportation" (hereinafter "Bid Documents") were made available to interested parties for the purpose of obtaining firm bids for the performance of the services contemplated therein. A copy of those Bid Documents is attached hereto as Exhibit "B", and incorporated hereby by reference.

B. Contractor responded with an acceptable bid which has caused the parties to be desirous of setting out the terms of the contract for the performance of the contemplated service, and Contractor covenants and agrees to provide and perform all of the services specified in the Bid Documents in a timely and workmanlike manner, employing competent workers for that purpose. Contractor further agrees to take all reasonable steps to be responsive to complaints brought to its attention by the appropriate personnel of the Township.

C. Contractor acknowledges its obligation and the obligation of its employees and agents to carefully handle all property belonging to residential property owners, including, but not limited to, the waste containers used to store various waste materials described in the Bid Documents, which are handled by the Contractor, and its employees or agents. Contractor agrees to be jointly and severally liable for all damages to resident properties including, but not limited to, the waste containers. Contractor further shall perform services in a manner that minimizes damage to residential properties, and to minimize noise, and traffic congestion in the performance of its services under the contract.

D. The Township shall be responsible for the prompt payment to the Contractor for costs related to the performance of the services required by the Contract, including adjustment to payments resulting from changes to the number of residential properties to be serviced in accordance with the Bid Documents.

E. The Contractor, or any employee or agent of the Contractor is specifically prohibited from entering into a private arrangement with any residential property owner for the collection of waste materials contemplated in the Bid Documents. Evidence of any unauthorized collections shall be, at the sole discretion of the Township, construed as a breach of this Agreement and subject to any and all appropriate penalties.

F. The term of this Contract shall be for \_\_\_\_\_ years commencing January 1, 2023 and terminating at 11:59 pm on December 31, 20\_\_\_\_.

G. If any provision of any of the Bid Documents shall be held to be unenforceable or unconstitutional, such provisions shall be deemed to be stricken from the Bid documents.

H. The terms of this Contract may only be amended, modified, or supplemented in writing by mutual agreement of the parties. This Contract may be simultaneously executed in several identical counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

I. This Contract shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any disputes between the parties over the terms and conditions of this Contract shall be first discussed informally in an effort to achieve a satisfactory resolution. In the event that the dispute cannot be resolved satisfactorily, the jurisdiction and venue for dispute resolution shall be the Court of Common Pleas of Bucks County, Pennsylvania.



IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first  
Written above.

**NORTHAMPTON TOWNSHIP**

ATTEST: \_\_\_\_\_  
Paula Gasper, Secretary

BY: \_\_\_\_\_  
Adam Selisker, Chairman

**CONTRACTOR**

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

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

BY: \_\_\_\_\_  
President

**EXHIBIT I**

**MAP OF AREAS TO BE COLLECTED USING TRADITIONAL COLLECTION METHODS UNDER  
ALTERNATE BID**

**EXHIBIT J**

**MAP OF COLLECTION ZONES**