

BID SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE ACCEPTANCE AND DISPOSAL OF MUNICIPAL SOLID WASTE FROM UPPER SOUTHAMPTON TOWNSHIP, LOWER SOUTHAMPTON TOWNSHIP, AND NORTHAMPTON TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA BID COLLECTIVELY THROUGH AN INTERGOVERNMENTAL COOPERATION AGREEMENT

October 26, 2023

NOTICE TO BIDDERS

Sealed Bids will be received by Northampton Township, Bucks County, Pennsylvania, on behalf of Upper Southampton Township, Lower Southampton Township, and Northampton Township, for the Acceptance and Disposal of Municipal Solid Waste.

Sealed bids shall be submitted no later than Friday, November 10, 2023, at 10:00 a.m., prevailing time, at the Northampton Township Administration Building, 55 Township Road, Richboro, PA 18954. Where they will be publicly opened and read.

Bid Documents and solicitation details are available online at www.northamptontownship.com Each bid must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid, made payable to Northampton Township. The successful bidder must furnish each municipality with a performance bond in the amount of one hundred percent (100%) of the amount of the contract within twenty (20) days after the contract is awarded.

The Townships reserve the right to reject any or all bids and to waive any defects or irregularities in bid submissions.

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Lists of Exhibits

Bid Documents Checklist	Exhibit A
Bid Proposal Form	Exhibit B
Bidder Affidavit	Exhibit C
Non-Collusion Affidavit	Exhibit D
Contractor's Qualification Statement	Exhibit E
Affirmative Action Affidavit	Exhibit F

**SPECIFICATIONS FOR
DISPOSAL OF MUNICIPAL SOLID WASTE
SOUTHWEST BUCKS SOLID WASTE COMMITTEE MUNICIPALITIES**

SECTION 1.00: INFORMATION AND INSTRUCTIONS TO BIDDERS

1.01 Purpose of Solicitation

The municipalities of Upper Southampton Township, Lower Southampton Township, and Northampton Township collectively (hereinafter, the “Municipalities”) issued this Notice to Bidders and Bid Specifications to obtain bids from qualified contractors for the acceptance and disposal of municipal solid waste generated by residents within those communities. A contract will be awarded to the lowest cost responsible bidder whose proposal and/or bid submission conform to the Bid Specifications herein. The Successful Bidder is required to accept materials from the Municipalities at an existing Pennsylvania Department of Environmental Protection (PADEP) permitted facility as specified herein.

The Municipalities shall, at their sole discretion, either enter into a contract or reject the proposal of the low bidder within sixty (60) days of the bid opening. A contract may be awarded by the Municipalities collectively or individually, at their sole discretion. If a contract is awarded by the Municipalities collectively or individually, the Successful Bidder shall begin receiving municipal solid waste at its facility as of January 1, 2024, and continue to provide such services for a period of five (5) years through December 31, 2028. The contract awarded hereunder shall include an option for the Municipalities, collectively or individually, to extend the contract for one additional five (5) year term.

Payments to the Successful Bidder shall be based on a per ton fee for the municipal solid waste delivered to the Successful Bidder’s facility. The fees established in the contract will be paid by each of the Municipalities by separate contract.

1.02 Background and Overview

The current estimated number of households and volumes of solid waste generated by the Municipalities are:

<u>Municipality</u>	<u>Dwelling Units</u>	<u>Tons</u>
Northampton Township	13,000	17,000
Upper Southampton Township	6,000	6,500
Lower Southampton Township	6,000	6,200
	25,000	29,700

1.03 Specifications

Bidders are advised to carefully examine the Bid Documents contained herein to make their own independent evaluation and judgment with respect to the circumstances affecting the cost of services and the manner of performance.

1.04 Conditions of Service

The Municipalities do not make any representations in connection with the Bid Specifications that form part of this request for bids. During the performance of the Contract, the Contractor must employ

methods and means that avoid interruption or interference with the operation of the affairs of the Municipalities, and shall likewise take all necessary steps to ensure that, there will be no infringements on the rights of the public in the performance of the services called for in these Bid Documents.

It is also understood and required that the Contractor, shall comply with all applicable laws, statutes, regulations, or ordinances of the United States, the Commonwealth of Pennsylvania, any political subdivision thereof, and the Municipalities in the performance of the service called for in these Bid Specifications.

1.05 Preparation and Submission of Bids

Each bidder must submit their bid based on a per ton cost for the services requested in these Bid Documents for the period from January 1, 2024, through December 31, 2028, and for each year of the optional five (5) year contract extension period. Failure to conform to this requirement may result in the classification of a bid as “irregular” and may render the same subject to rejection. The attachment of any conditions, limitations, or ancillary provisions by a bidder to his or her proposal may cause a similar classification and have a similar effect unless adequately explained as called for in Section 1.21 below.

Sealed bids shall be submitted by 10:00 a.m., prevailing time, on November 10 2023, at the Northampton Township Administration Building, 55 Township Road, Richboro, PA 18954 where they will be publicly opened. Each bidder shall submit all bid documents identified on Exhibit A, “Forms Required to be Submitted with Proposal”. Each bidder may submit additional attachments to the Contractor’s Qualification Statement and any supplemental information as part of its Bid submission.

Specifications and Bid Documents are available online at www.northamptontownship.com All questions concerning the Bid Documents shall be submitted by e-mail to lrusso@nhtwp.org at Northampton Township and will be answered promptly with responses being sent to all prospective bidders. If the Municipalities determine that it is necessary to clarify, amend, or modify the terms of the bid documents, it shall have the right to do so by issuing an Addendum which shall be posted on the Northampton Township website. Any such Addenda shall become part of the contract documents. All bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid, made payable to Northampton Township. The successful bidder must furnish each municipality with a performance bond in the amount of one hundred percent (100%) of the amount of the contract within twenty (20) days after the contract is awarded.

The Municipalities, collectively and individually, reserve the right to reject any and all bids in their sole discretion. The Municipalities also reserve the right to waive any non-conformity or error in any bid that does not constitute a substantial departure from the Bid Specifications. The determination of whether a non-conformity or error is one of substance rests within the sole discretion of the Municipalities.

1.06 Signature of Bidders

The firm, corporation, or individual owner of a bidder must be manually signed in ink in the space provided on the Bid Form. In the case of a corporation, the title of the Officer signing on behalf of such corporation must be included, the corporate seal must be affixed, and the Corporate Officer executing the document on behalf of the corporation shall attach a certified copy of a resolution of the Corporate Board of Directors indicating that Officer's authority to submit such a bid on behalf of the corporation. In the case of a partnership, the signature of at least one partner must follow 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, he or she shall attach a notarized statement executed by the partnership, which designates him or her as an agent of the partnership authorized to execute and submit the bid.

1.07 Bid Proposal and Bidders Affidavit

Each bidder shall execute and submit the Bid Proposal and Bidders' Affidavit on the forms included in the Bid Specifications.

1.08 Bid Bond or Bid Security

Each bid must be accompanied by either a bid bond or a certified check in the amount of ten percent (10%) of the total bid amount as an unconditional guaranty that in the event the bid is accepted and the service contract is awarded to the Successful Bidder, such bidder will execute the Contract.

1.09 Affirmative Action Affidavit

Each bidder shall complete, sign, and deliver an Affirmative Action Affidavit on the form included in these Bid Specifications with the bid submission.

1.10 Withdrawal of Bid

No bid may be withdrawn, altered, or otherwise modified after the bid is opened.

1.11 Disposition of Bid Bonds or Bid Security

No more than sixty (60) days from the date bids are opened, all deposits and/or bid bonds shall be returned, except the deposits or bid bonds made by the three lowest responsible bidders. The deposits and/or bid bonds for the three lowest responsible bidders shall be returned at the time a contract is awarded, executed, and delivered to the Municipalities, either individually or collectively. The lowest responsible bidder shall execute the contract and furnish the required performance bond or security within twenty (20) days after receiving notice from the Municipalities that such bidder was awarded a contract.

If the Successful Bidder fails to execute and deliver a contract and the necessary performance bond or financial security within twenty (20) days after said award, the award shall be vacated, and the Municipalities reserve the right to award the contract to the next lowest responsible bidder or to reject all bids. The Successful Bidder's deposit or Bid Bond shall be forfeited as liquidated damages, or the Municipalities may, at their option, recover from such bidder the difference between the bid price of

the Successful Bidder and the amount of the contract as subsequently awarded, applying said deposit or Bid Bond on account thereof.

If the next lowest responsible bidder shall fail to execute and deliver the contract within twenty (20) days after said award, the award shall be vacated and the Municipalities reserve the right to reject all bids or award the contract to the third lowest responsible bidder, or to reject all bids. The second lowest bidder's deposit or Bid Bond shall be forfeited as liquidated damages.

1.12 Affidavit of Non-Collusion

Each bidder shall complete, sign, and deliver an Affidavit of Non-Collusion with the bid submission on the form included in the Bid Specifications.

1.13 Bidder's Qualification Statement

Bids shall only be accepted from bidders who are actively engaged in the type of service required in the Bid Specifications. All bidders must have a facility capable of accepting and disposing of the volume of municipal solid waste generated by the Municipalities for the duration of the contract. Each bidder shall submit a Bidder's Qualification Statement on the form included in the Bid Specifications. Each bidder must furnish the following minimum information:

- a) Satisfactory evidence that the bidder has been in existence as an on-going concern for more than five (5) years with not less than five (5) years of actual operating experience in solid waste disposal.
- b) Evidence that the bidder is licensed or permitted to conduct business in the Commonwealth of Pennsylvania.
- c) Evidence that the bidder's facility is licensed by the Pennsylvania Department of Environmental Protection as a solid waste processing facility.
- d) The names and titles of the principal officers, partners, and/or officials of the bidder, and the names and titles of the individuals responsible for the Contract.
- e) All information required in the Bidder's Qualification Statement.

1.14 Disposal and/or Processing Facility

Each bidder shall provide a description of its solid waste disposal and/or processing facility including information describing the design and operation of the facility, and the technology utilized in the acceptance and disposal of municipal solid waste.

1.15 Disqualification of Bidders

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

- a) Evidence of collusion among bidders.
- b) Lack of competency as revealed by experience statements submitted or other documents.
- c) Lack of responsibility as shown by past work judged from the standpoint of workmanship in providing the services required by the Bid Documents.

- d) Default on any previous contracts within the past ten (10) years.
- e) Lack of evidence of guaranteed operational capability and a license and/or permit from the PADEP or any other applicable regulatory agency.
- f) Any prior criminal record of the bidder and/or its principals deemed relevant by the Municipalities.
- g) Failure to satisfy the requirements for qualification of bidders in the Bid Documents.

1.16 Interpretation

No interpretation of the meaning of the Instruction to Bidders, General or Detailed Specifications or other contract documents will be made to any bidder. Supplemental instructions, if any, will be made in the form of written addenda to the request for bids which, if issued, will be posted to the Northampton Township website. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation to comply with the Bid Documents issued addenda.

1.17 Award of Contract

The decision to award a contract to the lowest responsible bidder will be made separately by the Municipalities on or before the sixtieth (60) day following the bid opening, to the lowest responsible bidder whose bid complies with the Bid Documents as determined by the Municipalities. The award of the contract, if made, shall be based on the bid for the initial five (5) year term, and not on the bid pricing for the optional contract extension years.

The Municipalities, individually or collectively, reserve the right to reject any or all bids. The Municipalities also reserve the right to reject any bid where the bidder fails to furnish any of the documents required in the Bid Specifications, or mis-states or conceals any material fact, or when the Municipalities determine that a bidder is not responsible.

The Municipalities may require a bidder to submit additional information to support statements made by the bidder in the bid submission. Each bidder agrees to furnish additional information as may be required by the Municipalities.

1.18 Term of Contract

The contract award shall be for an initial term of five (5) years commencing on January 1, 2024, and terminating on December 31, 2028. The SWBSWAC municipalities and/or Northampton Township shall have the sole option to extend the contract for an additional five (5) year term at the stated rates in the Bid Proposal Form.

The Municipalities will provide the Contractor with ninety (90) days written notice prior to the completion of the initial contract term of its intention not to extend the contract. If the Municipalities do not provide such notice within ninety (90) days of the completion of the initial contract term, the contract shall be automatically extended for the additional five (5) year period at the stated rates in the Bid Proposal Form.

At any time prior to the expiration of the initial five (5) year contract term, the Municipalities may, at their sole discretion, solicit bids for a new waste disposal contract that will commence at the end of the

initial five (5) year contract term. Any such solicitation and receipt of bids shall not be a waiver of the Municipalities' right, either individually or collectively, to extend the contract for the additional five (5) year period at the stated rates in the Bid Proposal Form.

1.19 Bid

Each bidder shall submit a bid in paper format to Northampton Township, 55 Township Road Richboro, PA 18954 no later than October 16, 2023, at 11:00 a.m. where all bids received will be publicly opened and read.

1.20 Conditions, Exclusions, or Changes to the Bid Conditions or Specifications:

No conditions, exclusions, or changes to the Bid Specifications shall be allowed, except when the bidder can show that the resulting conditions would be in the mutual interest of the Municipalities and the bidder. If any bidder wishes to include any conditions, exclusions, or changes to the bid Specifications, shall be supported by a full and comprehensive analysis as to why such conditions, exclusions, or changes to the bid Specifications are necessary and in the mutual interest of the Municipalities and the bidder. The Municipalities shall determine, in their sole discretion whether such conditions, exclusions, or changes are in the best interest of the Municipalities.

1.21 Performance Bond

The successful bidder shall furnish each municipality with a Performance Bond to guarantee the faithful performance of the contract for the full term of the contract. The Bond shall be extended for an additional five (5) year period if the Municipalities, collectively or individually, extend the contract for the optional five (5) year extension period. The bond amount shall be equal to the total amount of the initial contract, and for the optional five (5) year extension period, if extended, and shall be furnished to the Municipalities within twenty (20) days after the contract is awarded.

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

If the Municipalities choose to extend the contract for the additional five (5) year term, the face amount of the new bond may again be further reduced annually at the conclusion of each one (1) year of the contract extension period in like manner as during the original contract period.

The agent of the bonding company providing the Performance Bond shall furnish a Power of Attorney, bearing the seal of the company and evidencing such Agent's authority to execute the bond to be furnished, as well as the right of the surety company to do business in the Commonwealth of Pennsylvania, all in forms acceptable to the Municipalities.

1.22 Consent of Surety

Each bid shall be accompanied by a Consent of Surety from an approved Surety Company that is licensed to conduct business in the Commonwealth of Pennsylvania affirming that the Surety therein mentioned agrees to furnish the required Performance Bond which is made a condition of the contract award.

1.23 Proposal Preparation Expense

Each proposal prepared in response to this invitation to bid shall be prepared at the sole cost of the Contractor, and the Contractor shall make no claims whatsoever for reimbursement from the Municipalities for the cost or expense of its preparation.

1.24 Processing Facility Certification

Each bid must be accompanied by a copy of the Permit or Letter of Approval from the Pennsylvania Department of Environmental Protection or such other state agency authorized to license the Contractor's processing facility.

1.25 Contract Award Procedures

The Municipalities will separately decide to either award a contract in accordance with the Bid Specifications or reject all bids. If a contract is awarded, four (4) copies of a contract will be furnished to the successful bidder for execution. The Contractor shall sign and return three (3) copies of the contract to Northampton Township for distribution to the Municipalities.

1.26 Contract Documents

Bidders are hereby advised that upon contract award, all items, conditions, provisions and procedures set forth in the Notice of Bidders, Bid Specifications, Addenda, and all forms and affidavits submitted as part of a bid proposal shall become part of the contract.

SECTION 2.00 GENERAL SPECIFICATIONS

2.01 Obligation of the Contractor

The Contractor shall, at his or her own cost and expense, and in strict conformity with the Bid Specifications and contract, furnish all materials, labor, and equipment for the processing of municipal solid waste provided by the Municipalities under the contract terms.

2.02 Obligation of SWBSWAC Municipalities

The Municipalities have enacted appropriate ordinances to ensure the proper preparation of municipal solid waste by each household and proper education of residents about what may be included in municipal solid waste. The Municipalities shall contract separately for the collection, transportation, and delivery of municipal solid waste to the Contractor.

2.03 Notices to the Contractor

The place of business designated in the bid submission is hereby designated as a place at which all notices, letters, and other communications shall be served, mailed, or delivered to the Contractor. All notices specifically mentioned herein and all other communications of any kind which may of necessity be hereafter dispatched may be sent by regular mail, personal delivery, or electronic communication, and the Contractor shall be deemed to have received such notice. If a document was addressed to the Contractor at the aforesaid address and was deposited in a post-paid envelope in any Post Office Box regularly maintained by the United States Postal Service, the date of service of the notice or other communication shall be the date on which the same was so deposited in the United States Mail.

2.04 Inspection

The Municipalities, through their authorized representatives, may inspect the disposal facilities pursuant to the contract and may bring to the Contractor's attention any improper or deficient performance observed through the designated representative of the Contractor.

2.05 Indemnification

The Contractor shall release, defend, indemnify, and hold harmless the Municipalities, individually and collectively, its elected and appointed officials, officers, employees, agents, affiliates, and authorized volunteers from and against any and all losses, 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, act, or omission of the Contractor and its subsidiaries and affiliates, employees, assigns, agents, servants and subcontractors in the performance of services under the Contract. This specifically includes any negligence or carelessness of the Contractor in failing to review all plans, and/or Bid Documents issued by the Municipalities in preparation and award of any contract.

2.06 General Insurance Requirements

- a) 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 Municipalities; 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 Municipalities of original certificates of insurance signed by authorized representatives of the insurers or, at the Municipalities' request, certified copies of the required insurance policies.
- b) 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 Municipalities' request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Municipalities throughout the term of the Contract.
- c) The Contractor shall require all Subcontractors to maintain liability insurance and worker's compensation and employer's liability insurance to the same extent required of the Contractor during the term of the Contract unless any such requirement is expressly waived or amended by the Municipalities in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Municipalities and/or immediately upon request.
- d) 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 Municipalities. Further, the Contractor shall also notify the Municipalities in writing if any of the insurance required hereunder is cancelled or non-renewed.
- e) No acceptance and/or approval of any insurance by the Municipalities and/or 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.
- f) If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Municipalities 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 Municipalities deny the request, the Contractor must comply with the insurance requirements as specified in these Bid Documents.
- g) All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Municipalities. 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 Municipalities grant specific approval for an exception. The Municipalities hereby grant specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund.

- h) Any deductibles or retentions of \$10,000 or greater shall be disclosed by the Contractor, and are subject to Municipalities 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.
- i) The Municipalities and their affiliates elected and appointed officials, employees, agents, and authorized volunteers shall be named as additional insureds on the 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.
- j) Insurance provided to the Municipalities and their 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 the 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 the Contractor's liability insurance policies required herein.)
- k) Insurance provided to the Municipalities and their 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 Municipalities and their affiliates, elected and appointed officials, officers, employees, agents, and authorized volunteers shall be excess of and non-contributory with insurance provided to the Municipalities and their elected and appointed officials, officers, employees, agents and authorized volunteers as specified herein.

2.07 Contractor's Liability Insurance

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:
 - i. \$1,000,000 each occurrence;
 - ii. \$1,000,000 personal and advertising injury;
 - iii. \$1,000,000 general aggregate; and
 - iv. \$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.

2.08 Contractor's Workers Compensation Insurance

The Contractor shall maintain 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:

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

2.09 Contractor's Umbrella Excess Liability Insurance

The Contractor shall maintain Umbrella Excess Liability Insurance or its equivalent with the following minimum limit:

- i. \$3,000,000 per occurrence;
- ii. \$3,000,000 aggregate for other than products/ operations and auto liability
- iii. \$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.

2.10 Environmental Liability Insurance

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

- i. \$1,000,000 per pollution incident
- ii. \$3,000,000 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.

2.11 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 SWBSWAC municipalities and/or Northampton Township may, at their option, declare the contract in default.

Upon a declaration of default, the Municipalities 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 Municipalities 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 Municipalities, and the Municipalities may avail themselves 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 the 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 Municipalities costs for performing the work specified in the contract to be done during any such period shall be charged to the Contractor and paid to the Municipalities individually in the case of a default by the Contractor.

2.12 Payments to Contractor

The Contractor shall be paid by each municipality within thirty (30) days upon receipt of an invoice. The Contractor must prepare and submit an invoice, on a monthly basis, for each payment in sufficient time to permit its proper review and processing by the municipal officials. The invoice must state the amount of municipal waste by tons, the cost per ton, any other costs incurred as provided for under the contract, and the total price being charged for the month. The service or "tipping" fees due to the Contractor for the processing and disposal of municipal solid waste shall be the sole charges assessed by the Contractor. The fees shall be based on a per-ton charge and may not increase during the life of the contract except as specified in the Bid Proposal submitted by the Contractor.

2.13 Assignments

Neither the service provided, nor any of the proceeds thereof, may be assigned, sublet, or transferred to any person, firm or corporation, except upon the prior written consent and approval of the SWBSWAC municipalities and/or Northampton Township; provided, however, the contract may be assigned to any wholly owned subsidiary of the Contractor upon the prior written notice of such assignment to the SWBSWAC municipalities and/or Northampton Township. Such assignment shall not release the Contractor from any liability under the contract.

2.14 No Waiver of Contract

No violation, breach, or failure of performance shall be deemed to be waived by the Municipalities because of payment, nor be deemed to be a waiver by the Municipalities of their right to cancel the contract for repeated and continued violations that shall constitute bad and unsatisfactory performance which shall impair the health and welfare of the public, nor shall it operate to void or annul any of the other terms or conditions herein contained.

2.15 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 Municipalities respective 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 Municipalities. To the fullest extent permitted by law, the Contractor specifically waives any right of recovery against the Municipalities, individually or collectively, and their respective 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 Municipalities. 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.

2.16 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.

2.17 Municipalities Rights and Options

The Municipalities reserve, hold, and may at their sole discretion, exercise the following rights and options:

- a) To meet with bidders for the purpose of clarifying responses and/or preparing written clarification to responses.
- b) To enter into a contract with the Successful Bidder whose response best serves the interest of the Municipalities and is most responsive to the Bid Specifications.
- c) To modify the bid solicitation or cancel it without substitution.
- d) To issue additional requests or solicitations.
- e) To conduct investigations regarding the qualifications of the bidder.
- f) To hold public meetings to discuss the merits of each response.

2.18 Hindrance 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 Municipalities for such loss or damage.

2.19 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.

2.20 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 97 known as the Pennsylvania Solid Waste Management Act of 1980, as amended, and Act 101 known as the Pennsylvania Municipal Waste Planning, Recycling, and Waste Reduction Act of 1988, as amended.

SECTION 3.00 DETAILED SPECIFICATIONS

3.01 Definitions:

For the purposes of these specifications, the following words or phrases shall have the meaning given herein:

- a) "Addenda" shall mean written instructions issued by the SWBSWAC municipalities prior to the bid opening which clarify, correct, or change any of the Bid Documents.
- b) "Bid" shall mean the set of documents and forms required to be included, completed, and submitted by the bidder in the bid proposal.
- c) "Bidder" shall mean the individual, firm, partnership, joint venture, corporation, or other entity submitting a bid in accordance with the Bid Documents.
- d) "Bid Bond" shall mean the corporate surety bond or certified check drawn on a financial institution, acceptable to the SWBSWAC municipalities, in the amount specified in the Bid Documents, and submitted with the bid as a guarantee that the Successful Bidder will enter into a contract for the services requested in the Bid Documents.
- e) "Bulk Items" shall mean any items not included in municipal solid waste, including, but not limited to, carpet, furniture, mattresses, storm sashes, bicycles, screens, lamps, large toys, small household appliances, lawn furniture, and other household waste material from a residential unit, and excluding construction debris, white goods, hazardous waste, and electronic equipment.
- f) "Collector" shall mean the individual, firm, partnership, corporation, or agent authorized by contract to perform curbside collection and transportation of municipal solid waste from residential units, municipal facilities, or community events in the SBWSWAC municipalities to an approved disposal facility.
- g) "Commonwealth" shall mean the Commonwealth of Pennsylvania.
- h) "Construction Debris" shall mean waste of a residential nature comprised of building materials resulting from construction, remodeling, repair, or demolition activities.
- i) "Contractor" shall mean a person, firm, agency, partnership, corporation, employer, or agent who manages a solid waste processing and disposal facility that accepts municipal solid waste for disposal on behalf of the SWBSWAC municipalities.
- j) "Disposal facility" shall mean a PADEP licensed facility which accepts, processes and/or disposes of municipal solid waste on behalf of the SWBSWAC municipalities.
- k) "Governing Body" shall mean the elected officials of the individual SWBSWAC municipalities.
- l) "Municipalities" shall mean the Townships of Northampton, Lower Southampton and/or Upper Southampton, Bucks County, Pennsylvania, either individually or collectively.

- m) "Municipal Facilities" shall mean the buildings, equipment, lands and other facilities owned or controlled by the municipal government, such as the township municipal building, police station, public works building recreation center, library, senior center, and fire stations.
- n) "Municipal Solid Waste" shall mean any garbage, refuse, food waste, and/or other material, including solid, or semi-solid material generated from residential or municipal properties. For the purpose of these Bid Documents, any reference to solid waste shall include bulk items and shall specifically exclude recyclable materials and hazardous waste.
- o) "PADEP" shall mean the Pennsylvania Department of Environmental Protection.
- p) "Performance Bond" shall mean a corporate surety bond that guarantees compensation to the SWBSWAC municipalities in the event that they must assume the obligations and/or duties of the Contractor in order to continue the services required by the Bid Documents.
- q) "Permit" shall mean a Permit or License issued by the PADEP that allows the disposal of municipal solid waste at a processing facility.
- r) "Person" shall mean any individual, firm, partnership, corporation, cooperative enterprise, trust, federal institution or agency, state institution or agency, municipality, other governmental agency or any other entity or any group of such person which is recognized by law and is subject of rights and duties.
- s) "Processing Facility" shall mean a plant, establishment, facility, or other operation which processes, and handles the materials provided to it for reuse or disposal.
- t) "Regulations" shall mean any state or local regulations to govern the collection, transportation, processing, and disposal of municipal solid waste.
- u) "Residential Units" shall mean properties used as dwellings, including buildings having multiple dwelling units.
- v) "Residential Solid Waste" shall mean ordinary trash or solid waste generated by residential households.
- w) "Solid Waste Management" shall mean the purposeful systematic control of the storage, collection, transportation, processing, and disposal of municipal solid waste.
- x) "Tipping Fee" shall mean the charge or cost to tip, dump, or otherwise dispose of a load of materials such as municipal solid waste at a processing or disposal facility.

3.02 Guaranteed Acceptance and Processing of Municipal Solid Waste

The Contractor shall receive and accept municipal solid waste from the Municipalities and their designated Collectors for processing at the Contractor's disposal or processing facility during the initial contract term and any authorized contract extensions.

3.03 Schedule

The Contractor shall accept municipal solid waste at its disposal and/or processing facility on Monday through Friday between the hours of 7:00 AM and 5:00 PM, and on Saturday between the hours of 7:00 AM and 3:00 PM. There shall be no requirement to accept deliveries of municipal solid waste at other hours unless agreed upon in advance by the Municipalities and the Contractor. However, the Contractor shall use reasonable efforts to accept municipal solid waste at other hours in the event that extreme weather conditions prevent the Municipalities and their designated Collectors from making deliveries during regularly scheduled hours. No municipal solid waste shall be delivered on New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day.

3.04 Acts of God and Natural Disasters

The Contractor shall be excused without penalty from accepting municipal solid waste from the Municipalities in the event of an epidemic, landslide, lightning strike, earthquake, hurricane, fire, explosion, storm, flood, or similar occurrence, or an act of war, blockade, insurrection, riot, civil disturbance, or similar occurrences. The Contractor shall be required to use all reasonable efforts to overcome and remove the effects of such an event. Prompt notice of such an event shall be provided by the Contractor to the Municipalities. Following a period of seven (7) consecutive days or parts thereof after receipt of notice by the Contractor of an act of God or natural disaster, the Municipalities, either individually or collectively, shall have the right to exercise options applicable under Section 3.05 of these specifications.

3.05 Non-Performance by the Contractor

Refusal to accept municipal solid waste by the Contractor for any reason from any of the Municipalities, either individually or collectively, other than those specified in Section 3.04 shall be just cause, at the option of the Municipalities, either individually or collectively to deliver municipal solid waste to an alternative disposal site and to require the Contractor to reimburse the Municipalities, either individually or collectively, for any and all costs and fees incurred for the disposal of municipal solid waste at the alternate disposal site in excess of the fees charged by the Contractor. Such costs and fees include, but are not limited to tipping fees, vehicle costs, labor costs, tolls, loss of revenue, and similar items. Non-performance by the Contractor may, at the option of the Municipalities be sufficient cause for the Municipalities to require performance under the performance bond of the Contractor; provided however that such option shall not be exercised if the non-performance is caused by the Contractor's refusal to accept municipal solid waste for a period not exceeding five (5) continuous days due to a strike or other labor disputes of the employees of the Contractor which prevent operations, and/or legal acts of public authorities, other than by the Municipalities if such acts are not provoked by any act of omission or commission by the Contractor.

3.06 Manner of Delivery and Weighing

- a) The Municipalities agree to deliver or to cause to be delivered, through its authorized Collector, municipal solid waste to the Contractor's disposal or processing facility in an orderly and safe manner. If the Municipalities' respective Collectors fail to cause deliveries of such waste to be undertaken in such a manner, the Municipalities agree to promptly, at their sole cost, remedy such failure. The Collector for the Municipalities is

required to adhere to all reasonable and/or required safety rules and regulations at all times while on the processing or disposal facility premises.

- b) The Contractor shall utilize and maintain motor truck scales to weigh all vehicles delivering municipal solid waste from the Municipalities to the Contractor's processing or disposal facility. Each vehicle shall be weighed to determine gross weight, tare weight, time, and truck identification on a weight record. Such records shall be used by the Contractor as a basis for calculating monthly and yearly deliveries made by each of the Municipalities individually.
- c) The Contractor shall maintain records of the tonnage delivered on behalf of each of the individual municipalities each day. Copies of all weight tickets shall be retained for a period of not less than five (5) years. The Municipalities shall have the right to review such weight tickets at the facility during normal business hours upon advance notice to the Contractor. Copies of such weight tickets shall be attached to the Contractor's monthly invoice to each municipality. The Contractor shall report the total annual tons of municipal solid waste received from each of the Municipalities to each of the municipalities no later than January 31st each year.

3.07 Location of Disposal Site

The Contractor's Processing and/or Disposal Facilities must be located within a thirty (30) mile radius of the intersection of Bristol Road and Bustleton Pike, Southampton, PA.

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	Contractor's Qualification Statement
Exhibit F	Affirmative Action Affidavit

EXHIBIT A

BID DOCUMENTS CHECKLIST

- _____ Bid Proposal Form (Exhibit B)
- _____ Bidders Affidavit (Exhibit C)
- _____ Non-Collusion Affidavit (Exhibit D)
- _____ Bidder's Qualifications Statement (Exhibit E)
- _____ Affirmative Action Affidavit (Exhibit F)
- _____ Consent of Surety
- _____ Bid Bond or Certified Check in the amount of 10% of the bid made payable to "Northampton Township"
- _____ Processing Facility Permit or Certification
- _____ Processing Facility Description

Name of Firm or Individual (Please Print)

Title

Signature

Date

EXHIBIT B

BID PROPOSAL FORM

The undersigned, either personally or through duly authorized representatives, having carefully read and examined the Bid Specifications for the Disposal of Municipal Solid Waste for the Municipalities expressed, hereby proposes to comply with the requirements of the Bid Specifications and agrees to furnish all labor, equipment, services, and facilities necessary for the acceptance and disposal of municipal solid waste from the Municipalities, said performance to commence on January 1, 2024, at the following rates:

Year	Estimated Tons	Unit Price/Ton	Total
2024	29,700	\$ _____	\$ _____
2025	29,700	\$ _____	\$ _____
2026	29,700	\$ _____	\$ _____
2027	29,700	\$ _____	\$ _____
2028	29,700	\$ _____	\$ _____
		Total	\$ _____

Contract Extension Period Years

2029	29,700	\$ _____	\$ _____
2030	29,700	\$ _____	\$ _____
2031	29,700	\$ _____	\$ _____
2032	29,700	\$ _____	\$ _____
2033	29,700	\$ _____	\$ _____
		Total	\$ _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Phone: _____ E-Mail: _____

The person whose signature appears on this form shall execute the Bidders Affidavit.

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 _____ 2023.

Notary Public

My commission expires: _____

(SEAL)

EXHIBIT D

NON-COLLUSION-AFFIDAVIT

STATE OF _____

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 any cost element of said bid price, or that of any other bidder, or to secure any advantage against the Municipalities, 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 _____, 2023.

Notary Public

My commission expires: _____

(SEAL)

EXHIBIT E

CONTRACTOR'S QUALIFICATION STATEMENT

1. How many years has your organization been in business as a Contractor under your present name? _____ Former name _____

If in business under a former name, what was it? _____

2. Have you ever failed to complete any work awarded to you? If so, when, for whom, and why?

3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where, and why?

4. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract? If so, when, where, and why?

5. Have liens or lawsuits of any kind been filed against any of your contracts? Give details.

6. If a corporation, state:

a. Date incorporated _____

b. Under the laws of what State _____

c. What was the latest liquidity ratio (current assets/ liabilities)? _____

d. Provide the names and titles of the Corporate Officers:

7. List Surety Companies and Bonding Companies which have bonded your company or corporation (name and address and of companies, name and amount of bond for the same) within the last five (5) years.

8. List 3 municipal solid waste disposal contracts that your organization currently holds.

Name of Municipality _____

Approximate population served in said Municipality _____

Term of Contract: From _____ To _____

How were materials disposed of?

Name, title, and phone number of municipal reference(s).

Did you complete the contract as required? _____

Name of Municipality _____

Approximate population served _____

Term of Contract: From _____ To _____

How were materials disposed of?

Name, title, and phone number of municipal reference(s).

Did you complete the contract as required? _____

Name of Municipality _____

Approximate population served _____

Term of Contract: From _____ To _____

How were materials disposed of?

Name, title, and phone number of municipal reference(s).

Did you complete the contract as required? _____

Provide any additional information on municipal contracts you believe are relevant using extra sheets as needed.

9. Please provide as attachments to this document the following:
- a. Operational plan including number of employees, hours, schedules, etc.
 - b. List of equipment used on site for disposal of municipal waste.
 - c. Site plan including topography, wetlands, water sources, improvements.
 - d. Copy of permit by rule, permit or license issued by the PA DEP for the operation of the facility.
10. Attach Statement of Financial Condition and balance sheet for the last three years, which must contain the following items:

Current Assets: Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits and materials and prepaid expenses, net fixed assets and other assets.

Current Liabilities: Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes, other liabilities and capital (capital stock, authorized and outstanding shares par values, earned surplus)

