

BID SPECIFICATIONS FOR

DISPOSAL OF YARD WASTE

**IN THE MUNICIPALITIES OF UPPER SOUTHAMPTON TOWNSHIP AND LOWER
SOUTHAMPTON TOWNSHIP, COLLECTIVELY KNOWN AS THE SOUTHWESTERN
BUCKS COUNTY SOLID WASTE ADVISORY COMMITTEE (SWBSWAC) AND
NORTHAMPTON TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA**

August 2026

NOTICE TO BIDDERS

Sealed Bids will be received by Northampton Township, Bucks County, Pennsylvania, on behalf of Upper Southampton Township and Lower Southampton Township, collectively known as the Southwestern Bucks Solid Waste Advisory Committee (SWBSWAC), and Northampton Township, for "Disposal of Yard Waste."

Sealed bids may be submitted until 11:00 AM. prevailing time, on Thursday, September 10, 2026, where they will be publicly opened and read at the Northampton Township Administration Building, 55 Township Road, Richboro, PA 18954.

Bid Specifications 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 20 days after the contract is awarded.

Each Township reserves the right to reject any or all bids and to waive any defects or irregularities in the bid proposal.

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
	Notice to Bidders	2
1.00	Instructions to Bidders	6
1.01	Purpose of Solicitation	6
1.02	Background and Overview	6
1.03	Specifications	7
1.04	Conditions of Service	7
1.05	Preparation of Bids	7
1.06	Signature of Bidders	8
1.07	Bid Proposal & Bidders Affidavit	8
1.08	Bid Guaranty	8
1.09	Affirmative Action Affidavit	8
1.10	Withdrawal of Bid	9
1.11	Disposition of Bid Guaranty	9
1.12	Affidavit of Non-Collusion	9
1.13	Contractor's Qualification Statement	9
1.14	Composting/Processing Facility	10
1.15	Disqualification of Contractors	10
1.16	Interpretation	10
1.17	Award of Contract	10
1.18	Term of Contract	11
1.19	Bid Submission	11
1.20	Conditions, Exclusion, or Changes to the Bid Conditions or Specifications	11
1.21	Performance Bond	11
1.22	Consent of Surety	12
1.23	Observance of Laws	12

TABLE OF CONTENTS

1.24	Proposal Preparation Expense	12
1.25	Processing Facility Certification	12
1.26	Contract Procedures	12
2.00	General Specifications	13
2.01	Obligation of the Contractor	13
2.02	Obligation of SWBSWC Municipalities	13
2.03	Notice to the Contractor	13
2.04	Inspection	13
2.05	Liability and Damages	14
2.06	Insurance	14
2.07	Correction of Breaches of Non-Performance	15
2.08	Payments	16
2.09	Assignments	16
2.10	No Waiver of Contract	16
2.11	Municipalities Rights and Options	16
3.00	Detailed Specifications	17
3.01	Definitions	17
3.02	Guaranteed Processing of Yard Waste	19
3.03	Service Fees/Revenues	19
3.04	Contingencies	19
3.05	Manner of Delivery and Weighing	20
3.06	Location of Disposal Site	20
3.07	Indemnity	20

EXHIBIT A

Forms Required to Be Submitted with Proposal	21
Bid Proposal Form	22
Bidder's Affidavit	23
Contractor's Qualification Statement	24
Affirmative Action Affidavit	27
Non-Collusion Affidavit	28
Indemnification & Hold Harmless Agreement for Upper Southampton Township	29
Indemnification & Hold Harmless Agreement for Lower Southampton Township	30
Indemnification & Hold Harmless Agreement for Northampton Township	31

**BID SPECIFICATIONS FOR DISPOSAL OF YARD WASTE IN
UPPER SOUTHAMPTON TOWNSHIP, LOWER SOUTHAMPTON
TOWNSHIP (SWBSWAC) AND NORTHAMPTON TOWNSHIP**

SECTION 1.00: INSTRUCTIONS TO BIDDERS

1.01 Purpose of Solicitation

Upper Southampton Township and Lower Southampton Township, collectively known as the Southwest Bucks Solid Waste Advisory Committee (SWBSWAC), and Northampton Township, Bucks County, PA (hereinafter “municipalities”) has issued this Notice to Bidders and Bid Specifications to obtain bids from qualified contractors for the disposal of yard waste generated by residential properties within the municipalities. The governing body of each municipality will award a contract to the lowest responsible bidder whose proposal conforms to the bid specifications, and is most advantageous to each municipality in price, service, and other specified bid requirements, or may reject all bids.

Contractors are invited to submit proposals in accordance with these Bid Specifications. Contractors are to accept materials from the municipalities at an existing PA DEP permitted composting facility as specified herein.

The municipalities will, at their sole discretion, either enter into a contract or reject the offer of the selected apparent low bidder within sixty (60) days of the bid opening. If a contract is awarded, all municipalities will award a contract.

The contractor awarded a contract by the municipalities shall begin yard waste disposal service on January 1, 2027, and continue to provide such services for a period of five (5) years through December 31, 2031. Payments to the contractor shall be based on a per ton fee for the yard waste delivered to the contractor’s facility. The fees established in the contract will be paid directly by each municipality to the contractor. The municipalities have enacted ordinances and enforce the terms of same to ensure that yard waste is to be disposed of at the Contractor’s facility during the specified contract period.

1.02 Background and Overview

The municipalities have the following number of dwelling units:

<u>Name</u>	<u>Dwelling Units (2026 Estimate)</u>
Northampton Township	13,000
Lower Southampton Township	6,100
Upper Southampton Township	<u>5,400</u>
Total	24,500

The amount of yard waste collected by each municipality in 2025 is estimated as follows:

<u>Municipality</u>	<u>Tons</u>
Northampton Township	2,700
Lower Southampton Township	1,400
Upper Southampton Township	<u>1,000</u>
Total	4,200

1.03 Specifications:

Bidders are advised to carefully examine the Bid Specifications herein and make their own independent evaluation and judgments 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 any of the supplementary materials which form part of this proposal and request for bids. The total number of residential dwellings in the municipalities requiring the services specified herein is estimated to be 24,500.

The successful bidder, in the performance of the services called for in this document, must employ such methods or means required to avoid interruption or interference with the operation of the affairs of the municipalities, and shall likewise take all necessary steps to ensure that during the course of performance there will be no infringements on the rights of the public.

It is likewise understood and required that the successful bidder, in the performance of the service called for in this document, shall employ methods which shall not violate any applicable statutes, regulations or ordinances of the United States, the Commonwealth of Pennsylvania, or any political subdivision thereof.

1.05 Preparation and Submission of Bids

Each bidder must submit a bid on the **Bid Proposal Form** included in the Bid Specifications with a price structure based on a per ton cost for each calendar year for the period from January 1, 2027, through December 31, 2031.

A bidder's 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 any bid proposal may cause a similar classification and have a similar effect unless adequately explained as called for in Section 1.20 below.

Sealed bids may be submitted until 11:00 AM. prevailing time, on Thursday, September 10, 2026, where they will be publicly opened and read at the Northampton Township Administration Building, 55 Township Road, Richboro, PA, 18954.

Each bidder shall submit all bid documents identified on **Exhibit A, “Forms Required to be Submitted with the Proposal”**. Each bidder may also submit attachments to the Contractor’s Qualification Statement and supplemental information with their bid.

The Bid Specifications 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 for one hundred percent (100%) of the contract amount within twenty (20) days after the contract is awarded.

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

1.06 Signature of Bidders:

The firm, corporation, or individual name of a bidder must be signed in ink in the space provided on the Bid Proposal Form. In the case of a corporation, the title of the officer signing on behalf of such corporation must be stated, the seal of the corporation 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 a bid for the firm, a notarized statement executed by the partnership must be submitted which designates him or her as an agent of the partnership authorized to submit the bid.

1.07 Bid Proposal and Bidders Affidavit:

Each bidder shall submit an executed **Bid Proposal Form and Bidders’ Affidavit** on the forms included in these Bid Specifications.

1.08 Bid Guaranty:

Each bid must be accompanied by either a bid bond or a certified check totaling ten percent (10%) of the bid amount made payable to “Northampton Township” and submitted as an unconditional guaranty that if the bid is accepted and a contract awarded by each municipality, such bidder will duly execute contracts within twenty (20) days of contract award.

1.09 Affirmative Action Affidavit:

Each bidder shall submit with their bid proposal an **Affirmative Action Affidavit** on the form included in these Bid Specifications.

1.10 Withdrawal of Bid:

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

1.11 Disposition of Bid Guaranty:

When the three lowest responsible bidders have been identified, all deposits or bid bonds submitted by other than the three lowest responsible bidders shall be returned. The deposits or bonds of the three lowest responsible bidders will be returned after a contract is executed between the lowest responsible bidder and each municipality.

If the lowest responsible bidder fails to execute and deliver a contract and performance bond within twenty (20) days after said award, the award may be vacated and a contract awarded to the next lowest responsible bidder, or the municipalities may reject all bids. The lowest responsible bidder shall forfeit their bid bond or security deposit as liquidated damages, or the municipalities may, at their option, apply said deposit or bid bond to the difference between the bid price of the lowest responsible bidder and the bid price of the contract that may be subsequently awarded to another bidder.

If the next lowest responsible bidder fails to execute a contract within twenty (20) days after contract award, the award may be vacated and a contract awarded to the next lowest responsible bidder, or the municipalities may reject all bids. The second-lowest responsible bidder shall forfeit their bid bond or security deposit as liquidated damages, or the municipalities may, at their option, apply said deposit or bid bond to the difference between the bid price of the lowest responsible bidder and the bid price of the contract that may be subsequently awarded to another bidder.

1.12 Affidavit of Non-Collusion:

Each bidder shall submit with their bid proposal a completed **Affidavit of Non-Collusion** on the form included with these Bid Specifications.

1.13 Contractor's Qualification Statement:

Each bidder shall submit with their bid proposal a completed **Contractor's Qualification Statement** and supporting documentation outlining the qualifications of the bidder to fulfill the requirements in the Bid Specifications.

Each bidder must furnish the following minimum information:

- a) Satisfactory evidence that the bidder (or in the case of a joint venture, the principal partner) has been in existence as an ongoing concern in excess of five (5) years and possesses not less than five (5) years of operating experience in yard waste management processing. If the bidder does not have the required experience in yard waste processing, the bidder shall provide a statement detailing why they are qualified to satisfactorily perform the required work.
- b) Evidence that the bidder is licensed or permitted to contract business in the Commonwealth of Pennsylvania.

- c) The names of the principal officers, partners, and/or officials and the name(s) of the individual(s) who will be responsible for the contracts executed by the municipalities.
- d) All information requested in the Contractor's Qualification Statement.
- e) Any additional information to support the bidder's qualifications to fulfill the contract requirements.

1.14 Composting/Processing Facility

Each bidder shall provide a description of its composting/processing facility and the technology used at the facility to process the materials to be collected.

1.15 Disqualification of Contractors

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

- a) Evidence of collusion among contractors.
- b) Lack of competency as revealed by the experience statements submitted or other sources or documents.
- c) Demonstrated underperformance of past work, poor workmanship or references.
- d) Default on any previous performance contracts within the past ten (10) years.
- e) Lack of evidence of guaranteed operational capability and, if applicable, a license and/or permit from the Commonwealth of Pennsylvania Department of Environmental Protection or any other applicable regulatory agency.
- f) Reasons that demonstrate the bidder's inability to fulfill the contract requirements.

1.16 Interpretation:

No interpretation of the meaning of the Bid Specifications will be made to any bidder. Supplemental instructions, if any, will be made in the form of written addenda to this request for bids, which will be delivered by email and posted at www.northamptontownship.com. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under their bid, as submitted, to conform to the Bid Specifications, contract requirements, or issued addenda.

1.17 Award of Contract:

Award of a contract by the municipalities will be made within (60) days following the bid opening to the lowest responsible bidder whose bid complies in all respects with the Bid Specifications.

The municipalities reserve the right to award a contract to the bidder that, in their sole opinion, meets the requirements of the Bid Specifications, or to reject any or all bids if either action is deemed to be in the best interest of the municipalities. The municipalities also reserve the right to reject any bid where the bidder fails to furnish any of the documents required by these Bid Specifications, fails to provide any pertinent information required, or mis-states or conceals any material fact, or when the municipalities determine that a bidder is not responsible based on their bid submission.

The municipalities, in their sole discretion, shall determine whether a bidder is responsible, and may require a bidder to submit additional documents or evidence to support the statements or qualifications made by a bidder in its bid proposal. The municipalities may also require a bidder to demonstrate that its equipment can fulfill the requirements of the Bid Specifications. Every bidder agrees by their bid submission to furnish additional information as may be required by the municipalities.

The bidder awarded a contract by each municipality shall execute a contract and furnish the required Performance Bond within twenty (20) days after receiving notice from the municipalities that such bidder has been selected as the lowest responsible bidder.

1.18 Term of Contract:

The contract awarded hereunder shall be a period of five (5) years, commencing on January 1, 2027, and terminating on December 31, 2031.

1.19 Bid Submission:

Each bidder shall submit a sealed bid in paper form to Northampton Township, 55 Township Road, Richboro, PA 18954 by the bid due date, or the bid shall be considered invalid.

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

No conditions, exclusions, or changes to the bid requirements or specifications shall be allowed, except where the bidder can show that the exclusions or changes would be in the best interest of the municipalities. If a bidder wishes to include any conditions, exclusions, or changes to the Bid Specifications, the bidder shall provide a full and comprehensive explanation as to why such conditions, exclusions, or changes are necessary and in the best mutual interest of the municipalities.

1.21 Performance Bond:

The successful bidder shall furnish each municipality with a Performance a Bond equal to the total amount of the Contract within twenty (20) days after the contract is awarded to guarantee their faithful performance during the full term of the Contract.

The face amount of the Performance Bond may be reduced at the beginning of the second contract year (January 1, 2028-December 31, 2028) by an amount equal to the base contract price for the first contract year then completed. The face amount of said bond may again be further reduced at the beginning of each subsequent contract year by an amount equal to the base contract price for the prior contract year then completed.

Agents of bonding companies who write bonds for the performance of the contract 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 in the Commonwealth of Pennsylvania which shall state that the Surety Company therein agrees to furnish the required Performance Bond as a condition of contract award.

1.23 Observance of Laws:

The contractor shall comply with all Federal, State, and local laws and regulations affecting the conduct of work and the employees working under the contract, and with all other regulations required by any legal authority over the work, materials, employees, or the contract.

1.24 Proposal Preparation Expense:

Each bid proposal shall be prepared and submitted at no cost to the municipalities, and bidders shall make no claims for reimbursement from the municipalities for the cost of its preparation or for any other costs or expenses.

1.25 Processing Facility Certification:

Under provisions of the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, as amended, and any interpretive cases thereunder, the municipalities are obligated to ascertain that the ultimate disposal of the yard waste will be at a site or facility permitted to accept such wastes. As part of each bidder's submission, each bid proposal must be accompanied by a copy of the permit or letter of approval from the Pennsylvania Department of Environmental Protection, or other governmental agency having jurisdiction over the disposal site.

1.26 Contract Procedures

- a) Each municipality will either award a contract to the lowest responsible bidder or reject all bids within sixty (60) days of bid opening under the terms and conditions of these Bid Specifications.
- b) If a contract is awarded, the municipalities will present a contract to the successful bidder for execution following bid award by the governing body of each municipality.
- c) The contractor shall execute and return the contract to the municipalities for execution by authorized officials from each of the municipalities

SECTION 2.00: GENERAL SPECIFICATIONS

Bidders are hereby advised that upon the award of a contract, all items, conditions, provisions, and procedures outlined in the Notice of Bidders, Instructions to Bidders, Bid Specifications, and the forms and affidavits pursuant thereto shall be a part of the Contract.

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, furnish all materials, labor, and equipment for the processing of yard waste delivered by the municipalities to the contractor's disposal site or facility.

2.02 Obligation of Municipalities:

The municipalities shall enforce ordinances to ensure the proper preparation, storage, and placement of yard waste by each household for efficient collection by the contractor and provide information to educate residents about ordinance requirements for the preparation and collection of yard waste.

The municipalities shall be obligated to contract for the collection, transportation, and delivery of yard waste to the contractor's disposal site or facility.

2.03 Notices to the Contractor:

The place of business designated in a bidder's proposal is designated as the place at which all notices, letters, and communications shall be mailed or delivered to the contractor. All notices and other communications of any kind may be sent by regular mail, and the contractor shall be deemed to have received such notice. If a document has been addressed to the contractor at the designated place of business and has been deposited in a postage-paid envelope in any United States Postal Service facility, the date of service of the notice or other communication shall be the date on which the same was so deposited in the United States Mail. Nothing shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication to the contractor by U.S. mail.

The municipalities may also deliver communications by e-mail to the contractor. In this instance, the e-mail address provided by the Contractor in their bid proposal shall be the e-mail address used for such communications, and shall be deemed to have been delivered if not returned as undeliverable.

2.04 Inspection:

Authorized representative of the municipalities may inspect the contractor's disposal facilities and may require correction of any deficiencies necessary for the execution of the contract.

2.05 Liability and Damages:

The contractor agrees to indemnify, defend and hold harmless the municipalities, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of Contractor and its subsidiaries and affiliates, and their employees, agents, servants, and subcontractors, in the performance of the Services, or the breach of this Agreement by Contractor.

2.06 Insurance:

The contractor shall maintain insurance issued by an insurance carrier acceptable to the municipalities to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly, from or because of a loss, injury, or damage as outlined in Section 2.05.

Such insurance, without deductible, shall be maintained at the contractor's sole expense as follows:

- a) Not less than \$5 Million as to each occurrence and \$5 Million aggregate against public liability or property claims, including injury or death to persons.
- b) Not less than \$5 Million per person, and \$5 Million per accident against automobile liability, including injury or death to persons and damage to property.

The contractor shall also maintain a workers' compensation insurance policy as required by all Worker's Compensation Laws in effect that may apply to the contractor.

The aforementioned policies of insurance shall be specifically designed to protect the municipalities from all claims and damages, including wrongful death claims of any kind or nature whatsoever which may arise from the operations of the contractor in the performance of the contract, whether such operations are controlled by someone either directly or indirectly employed by the contractor to accomplish the obligations on the contractor required by the terms of the contract.

All insurance policies herein mentioned, including the Worker's Compensation policy, shall be written with companies authorized to do business in the Commonwealth of Pennsylvania, and shall be obtained and properly endorsed before any operations of the contractor are commenced on behalf of the municipalities. All insurance policies shall remain in full force and effect until the expiration of the term of the contract or the completion of all duties to be performed hereunder by the contractor, whichever shall occur later. The contractor shall provide certified copies of these policies to the municipalities upon request. The contractor shall provide each municipality with a Certificate of Insurance naming each municipality as an Additional Insured.

Every policy of insurance required under the terms of the contract, including the Worker's Compensation policy, shall carry with it an endorsement to the effect that the insurance carrier will notify the municipalities by certified mail, with written notification of any modifications, alterations, or the cancellation of any policy or policies or the terms thereof. The written notice shall be sent to the Township Manager, Northampton Township, 55 Township Road, Richboro, PA 18954 at least thirty (30) days before the effective date of any such modification, alteration, or cancellation.

It shall be the responsibility of the contractor to obtain policies which shall protect the municipalities from any and all claims, whatsoever their nature, regardless of whether the same are directed toward the recovery of damages for either personal injuries or property damages, or any other element of damage which may be incidental thereto, and shall include all direct or indirect employees of the contractor, and all vehicles and equipment utilized, or in any way connected with, the services to be rendered by the contractor under the terms of the contract.

2.07 Correction of Breaches of Non-Performance:

In the event that the contractor shall breach any terms in the contract, or if the contractor should ever fail to receive the materials delivered to the contractor's disposal site, and such breach or failure shall be incurred for any of the municipalities, for a period of two consecutively scheduled delivery dates, inclusive of holidays, the municipalities may, at their option, declare the contract in default.

Upon a declaration of default, any municipality may notify the contractor's surety on its performance bond of the contractor's default of its obligations hereunder, 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 penal sum of the Performance Bond in complete discharge and exoneration of said Performance Bond. The options of any of the municipalities are cumulative to any and all legal and/or equitable rights of each municipality, and each municipality may avail itself of any and all available legal and/or equitable remedies against the contractor and/or its surety for the immediate and specific performance of the contract and the payment of all damages sustained because of said breach, not to exceed the penal sum of the bond.

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

2.08 Payments:

The contractor shall be paid separately by each municipality within thirty (30) days upon receipt of an invoice from the contractor. The contractor shall prepare and submit an invoice monthly for each payment, in adequate time to permit its proper review and processing by the appropriate officials of each municipality. The invoice must include the amount of yard waste received in tons, the cost per ton, any other costs incurred as provided for under the contract, and the total price charged for the month.

2.09 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 municipalities; provided, however, the contract may be assigned to any wholly owned subsidiary of the contractor upon prior written notice of such assignment to the municipalities. Such assignment shall not release the contractor from any liability under the contract.

2.10 No Waiver of Contract:

No violation, breach, or failure of performance shall be deemed to be waived by the municipalities because of payments made, or be deemed to be a waiver of the municipalities right to cancel the contract for repeated and continued violations constituting unsatisfactory performance by the contractor that impairs the health and welfare of the public, nor shall it operate to void or annul any of the other terms or conditions required by the Bid Specifications.

2.11 Municipalities Rights:

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

- a) To meet with bidders and clarify responses to bid proposals.
- b) To select and enter into a contract with the successful bidder whose bid proposal best satisfies the interest of the municipalities and is most responsive to the Bid Specifications.
- c) To reject any and all bids.
- e) To issue additional requests or addenda to the Bid Specifications.
- f) To conduct investigations regarding the qualifications of the bidder.
- g) To hold public meetings to discuss the merits of each bid.

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) "Collector" or shall mean the contractor, person, firm, agency, or public body or employee authorized to collect and/or transport yard waste for the municipalities.
- b) "Commercial properties" shall mean all properties used for industrial or commercial purposes. All multiple dwelling residential buildings containing more than four (4) dwelling units, for purposes of this Agreement, shall be treated as commercial properties.
- c) "Commonwealth" shall mean the Commonwealth of Pennsylvania.
- d) "Compost" shall mean the end product from bacterial action on organic materials resulting from the aerobic or anaerobic decomposition of yard waste that produces a relatively nuisance-free product of potential value as a soil conditioner.
- e) "Composting Facility" shall mean a plant, establishment, equipment, or other operation used to produce compost.
- f) "Container" shall mean can, bin, box, or disposable biodegradable bag used for storage of yard waste.
- g) "Contractor" shall mean individual, partnership or corporation awarded a contract to perform the services required by the Bid Specifications.
- h) "County" shall mean the County of Bucks, Pennsylvania.
- i) "Disposal Site or Disposal Facility" shall mean a site, location, tract of land, area, or premises used or intended to be used for processing yard waste materials into compost.
- j) "Governing Body" shall mean the elected officials of the municipality.
- k) "Municipalities" shall mean the Township of Northampton, Township of Lower Southampton, and Township of Upper Southampton, collectively.
- l) "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 facility, firehouse, recreation center, etc.
- m) "Operator" shall mean any person who manages any solid waste storage, transfer, processing, or disposal operation.

- n) "PA DEP" shall mean the Pennsylvania Department of Environmental Protection.
- o) "Permit" shall mean Permit by Rule, Permit or License issued by the PA DEP that allows the composting of yard waste at a processing site or facility.
- p) "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 persons which is recognized by law.
- q) "Regulations" shall mean the Municipal Solid Waste Regulations developed and adopted by the municipalities to govern the separation, storage, collection, recycling, transportation, processing, and disposal of municipal solid waste, including yard waste.
- r) "Residential Properties" shall mean all single or multi-family dwelling units in the municipalities having up to four dwelling units per structure, or each unit in a multi-family structure if the dwelling units are individually owned with separate entrances.
- s) "Solid Waste Management" shall mean the purposeful systematic control of the storage, collection, transportation, processing, and disposal of municipal solid waste.
- t) "Source Separated Materials" shall mean materials, including yard waste, which is separated from municipal waste at the point of origin for separate processing.
- u) "SWBSWAC" shall mean the Southwestern Bucks County Solid Waste Advisory Committee, consisting of representatives from the Townships Upper Southampton and Lower Southampton established by resolution of the governing bodies of the those municipalities.
- v) "SWMA" shall mean the Pennsylvania Solid Waste Management Act, Act No. 97, P.L. 380, PA Stat. 5, Sec. 6018.101-1003.
- w) "Tipping Fee" shall mean the charge or cost to tip, dump, or otherwise dispose of a load of materials such as yard waste at a disposal facility.
- x) "Transfer Station" shall mean a facility that receives and temporarily stores solid waste at a location other than the generation site, and which facilitates the bulk transfer of accumulated solid waste to a facility for further processing or disposal.
- y) "Yard Waste" shall mean leaves, garden residues, shrubbery, tree trimmings, grass clippings, and similar materials.

3.02 Guaranteed Processing of Yard Waste:

- a) General Requirement: The contractor shall accept yard waste from the municipalities delivered by their designated collector(s).
- b) Schedule: The contractor shall accept yard waste at the disposal facility on Monday through Friday between 7:00 am and 5:00 pm, and on Saturday between 7:00 am and 4:00 pm, except that the hours of operation on Saturdays from June 1 to October 15 shall be between 7:00 am and 2:00 pm. There shall be no requirement to accept deliveries of yard waste at other hours unless agreed upon in advance by the municipalities and the contractor provided that the contractor shall use reasonable efforts to accept yard waste at other hours in the event extreme weather conditions prevent the municipalities designated collector from making deliveries during regularly scheduled hours.
- c) Holidays: No yard waste shall be delivered on the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

3.03 Service Fees/Revenues:

The tipping fees due to the contractor for processing yard waste shall be the sole charges assessed under the contract. The fees shall be based on a per ton cost and may not increase during the life of the contract except as specified in the bid proposal submitted by the contractor and accepted by the municipalities.

3.04 Contingencies:

- a) Acts of God and Natural Disasters: The contractor shall be excused without penalty from accepting yard waste from the municipalities in the event of a landslide, lighting strike, earthquake, hurricane, fire, explosion, storm, flood or similar occurrence, an Act of War, blockade, insurrection, riot, civil disturbance, or similar occurrences, or from damage caused by unacceptable waste entering the contractor's disposal facility unless knowingly accepted by the contractor. The contractor shall use all reasonable efforts to overcome and remove the effects of such an event. Immediate notice of such an event shall be provided by the contractor to the municipalities. Following a period of seven (7) consecutive days after receipt of notice by the contractor of an Act of God or natural disaster, the municipalities shall have the right to exercise options applicable under Section 3.04(b) of these specifications.
- b) Non-Performance: Refusal to accept yard waste by the contractor for whatever reason or whatever nature, other than those reasons specified in Section 3.04(a) shall be just cause, at the option of the municipalities, to deliver yard waste to an alternative disposal site and to require the contractor to reimburse the municipalities for any and all costs and fees incurred in delivering and transporting the yard waste to the alternate disposal site. Such costs and fees include but are not limited to the tipping fees at the alternate disposal site, 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 for the municipalities to require performance under the performance bond of the contractor, provided that such option shall not be exercised if the non-performance is caused by the refusal to accept yard waste for a period not exceeding five (5) continuous days due to a strike or strikes, or other labor disputes by the employees of the contractor, or legal acts of duly constituted public authorities, other than the municipalities if such acts are not provoked by any act of omission or commission by the contractor.

3.05 Manner of Delivery and Weighing:

- a) The municipalities agree to deliver yard waste through their designated collectors to the contractor's disposal facility in a clean, orderly and safe manner. If the municipalities fail to deliver yard waste in such a manner, the municipalities agree to promptly, at their sole cost, remedy such failure. The municipalities further agree to adhere to all reasonable safety rules and regulations made known to the municipalities by the contractor when vehicles or personnel of any designated collector are on the disposal facility site.
- b) The contractor shall utilize and maintain motor truck scales to weigh all vehicles delivering yard waste to the facility. Each vehicle shall be weighed to document gross weight, tare weight, time, and truck identification on a weight ticket. The weight tickets shall be used by the contractor to calculate monthly and yearly deliveries made by the municipalities. The contractor may modify the weighing and ticketing system with any other system which performs the same functions, subject to approval by the municipalities.
- c) The contractor shall maintain weight tickets and records of the tonnage delivered by each of the municipalities and accepted by the contractor each day. Copies of all weight tickets shall be retained for not less than five (5) years and shall be attached to the contractor's monthly invoices to the municipalities. The municipalities shall have the right to review such weight tickets at the facility during normal business hours upon advance notice to the contractor. Any such review shall be conducted to not interfere with the disposal facility's operation. The Contractor shall report the total annual tons of yard waste received from each municipality to each municipality no later than January 31 the following year.

3.06 Location of Disposal Site:

The contractor's disposal facility shall be located within a thirty (30) mile radius of the intersection of Bristol Road and Bustleton Pike, Southampton, PA.

3.07 Indemnification and Hold Harmless Agreement:

The contractor shall enter into an **Indemnification and Hold Harmless Agreement** with each municipality on forms included in these Bid Specifications.

EXHIBIT A

FORMS REQUIRED TO BE SUBMITTED WITH PROPOSAL

Forms Enclosed

Bid Proposal Form (Section 1.07)

Bidders Affidavit (Section 1.07)

Contractor's Qualification Statement (Section 1.13)

Affirmative Action Affidavit (Section 1.09)

Non-Collusion Affidavit (Section 1.12)

Indemnification and Hold Harmless Agreement (3) (Section 3.07)

Consent of Surety (Section 1.23)

Forms Not Enclosed But Required to be Submitted

Bid Bond (Section 1.08)

Attachments to Contractor's Qualification Statement (Section 1.13)

Processing Facility Certification (Section 1.26)

Composting/Processing Facility Description (Section 1.14)

BID PROPOSAL FORM

The undersigned, having carefully read and examined the Bid Specifications for the Disposal of Yard Waste in Upper Southampton Township and Lower Southampton Township (SWBSWAC), and Northampton Township including the Instructions to Bidders and Forms listed on Exhibit A, either personally or through duly authorized representatives, which documents are understood and accepted as sufficient for the purpose herein expressed, hereby agrees to comply with the Bid Specifications and furnish all labor, equipment, services, and facilities necessary under said Bid Specifications and commence contract performance on January 1, 2027 at the following prices:

Year	Estimated Yard Waste Tons	Unit Price/Ton	Total Price per Year
<u>2027</u>	<u>4,200</u>	\$_____	\$_____
<u>2028</u>	<u>4,200</u>	\$_____	\$_____
<u>2029</u>	<u>4,200</u>	\$_____	\$_____
<u>2030</u>	<u>4,200</u>	\$_____	\$_____
<u>2031</u>	<u>4,200</u>	\$_____	\$_____
TOTAL			\$_____

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 Bidder's Affidavit.

BIDDERS 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 Proposal Form and hereby certify that the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each and every declaration and statement contained in the bid and any and all affidavits, questionnaires and documents submitted under the proposal for bids are true and accurate to the best of my knowledge and belief.

(Affiant)

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____ 2026

by _____ (name(s) of individual(s) making statement.

Notary Public Signature

My commission expires: _____

(Seal)

CONTRACTOR'S QUALIFICATION STATEMENT

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

2. In what municipalities or for what major clients?

3. Have you ever failed to complete any work awarded to you? If so, when, where, and why?

4. Has any officer or partner of your organization ever failed to complete a municipal contract? If so, when, where, and why?

5. 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?

6. Have liens or lawsuits of any kind been filed against any of your contracts? Provide details.

7. If a corporation state:

a. Date organized: _____ Under the laws of what state: _____

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

d. Provide the names and titles of corporate officers:

8. List Surety Companies which have heretofore bonded you including name, address, and phone number of each company, and the amount of each bond for the same within the last five (5) years.

9. List all contracts which you are now performing or for which you have signed contracts but not started work including names, type of waste disposal, amount, term, time remaining on contract, contracting entity, owner's name, address, and phone number.

10. List 3 yard waste disposal contracts which your organization entered into, or provided service under, in the past five (5) years:

a. Name of Municipality _____

b. Approximate population served: _____

c. Term of Contract: From _____ to _____

d. How were materials disposed of?

e. Name, Title, Address, and phone number of municipal official(s) in charge of contract administration.

- a. Name of Municipality _____
- b. Approximate population served: _____
- c. Term of Contract: From _____ to _____
- d. How were materials disposed of?

- e. Name, Title, Address, and phone number of municipal official(s) in charge of contract administration.

- a. Name of Municipality _____
- b. Approximate population served: _____
- c. Term of Contract: From _____ to _____
- d. How were materials disposed of?

- e. Name, Title, Address, and phone number of municipal official(s) in charge of contract administration.

11. Please provide as attachments to this document the following:

- a. An operational plan including the number of employees, hours, composting and curing schedules, etc.
- b. A detailed list of all equipment to be used on-site.
- c. Site plan of the disposal facility.
- d. Copy of permit by rule, permit, or license issued by the PA DEP for the operation of the composting facility.

12. Provide Statement of Financial Conditions, including contractor's financial statement or balance sheet for the last three years that includes current assets and current liabilities

AFFIRMATIVE ACTION AFFIDAVIT

I, _____, being duly sworn, depose and say that I reside at
(Name of Affiant)

_____ and that I am the _____ of
(Title)

_____. In such capacity and for and on behalf of _____
(Company)

_____ it is hereby affirmed and agreed as follows:

1. _____ will not discriminate against any person,
(Name of Bidder)

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

2. _____ will take affirmative action to ensure that
(Name of Bidder)

all applicants that are recruited and employed are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include and shall not be limited to the following: employment, promotion, 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 Bidder)

employees placed by or on behalf of _____ 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)

State of _____ County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____ 2026 by
_____ (name(s) of individual(s) making statement.

Signature of Notary Public

(Seal)

My commission expires: _____

NONCOLLUSION AFFIDAVIT

I state that I am _____ of _____
(Title) (Name of Firm)

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

I state that:

1. The price(s) and amount(s) of this bid have been submitted independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this bid, and neither the approximate price(s) nor approximate amount(s) of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other forms of a complementary bid.
4. The bid of my firm is made in good faith and not under any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bids.
5. _____ its affiliates, subsidiaries, officers,
(Name of Firm)

directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that
(N(Name of Firm))

the above representations are material and important and will be relied on by the municipalities in awarding the contract for which this bid is submitted. I understand, and my firm understands that any mis-statement in this Affidavit is and shall be treated as fraudulent concealment from the municipalities of the facts relating to the submission of a bid for this contract.

(Name of Firm)

(Signature)

State of _____ County of _____

Sworn and subscribed to before me this _____ day of _____ 2026.

My commission expires _____

SEAL

Signature of Notray Public

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor does hereby release, indemnify and hold harmless the Township of Upper Southampton, its Board of Supervisors, individually and together as a Board, its employees and or agents from and against all losses, claims, demands, complaints, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from the Township of Upper Southampton, its Board of Supervisors, individually and together as a Board, its employees and or agents because of any act or omission of the Contractor, its agents, employees, assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of the work or consequence of any negligence or carelessness connected with the execution of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review all plans, specifications, and other documents published by the Township of Upper Southampton in connection with the preparation and award of the contract.

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

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

Name of Firm

Attest:

Witness

Signature

Print Name and Title

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor does hereby release, indemnify and hold harmless the Township of Lower Southampton, its Board of Supervisors, individually and together as a Board, its employees and or agents from and against all losses, claims, demands, complaints, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from the Township of Lower Southampton, its Board of Supervisors, individually and together as a Board, its employees and or agents by reason of any act or omission of the contractor, its agents, employees, assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of the work or in consequence of any negligence or carelessness connected with the execution of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review all plans, specifications, and other documents published by the Township of Lower Southampton in connection with the preparation and award of the contract.

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

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

Name of Firm

Attest:

Witness

Signature

Print Name and Title

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor does hereby release, indemnify and hold harmless the Township of Northampton, its Board of Supervisors, individually and together as a Board, its employees and or agents from and against all losses, claims, demands, complaints, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from the Township of Northampton, its Board of Supervisors, individually and together as a Board, its employees and or agents because of any act or omission of the contractor, its agents, employees, assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of the work or in consequence of any negligence or carelessness connected with the execution of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review all plans, specifications, and other documents published by the Township of Northampton in connection with the preparation and award of the contract.

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

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

Name of Firm

Attest:

Witness

Signature

Print Name and Title