

SPECIFICATIONS FOR  
RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION  
IN THE  
SOUTHWEST BUCKS SOLID WASTE COMMITTEE MUNICIPALITIES OF LOWER  
SOUTHAMPTON AND UPPER SOUTHAMPTON, PENNSYLVANIA

Initial Issue Date: August 1, 2025

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## 1.0: INSTRUCTIONS TO BIDDERS

### 1.1 Scope of Services

The services to be performed and provided consist of the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste from each residential dwelling unit within the municipalities of the Lower Southampton and Upper Southampton comprising the Southwest Bucks Solid Waste Committee (SWBSWC) in Bucks County, Pennsylvania, to a regulatory agency permitted disposal facility and/or recycling facility. These SWBSWC municipalities include:

	<u>Dwelling Units</u>	<u>Area (Square Miles)</u>
Upper Southampton Township (UST)	5,287	6.6
Lower Southampton Township (LST)	<u>6,088</u>	<u>6.7</u>
TOTAL	11,375	13.3

Table A – 2019 Household Waste (tons)

	<u>Solid Waste</u>	<u>Recyclables</u>	<u>Yardwaste</u>
Upper Southampton	4,486	1,570	737.38
Lower Southampton	<u>6,148</u>	<u>1,976</u>	<u>1,097</u>
TOTAL	10,634	3,546	1,834.38

Table B – Linear Road Miles, includes Township and State Roads

Upper Southampton Township	67.26
Lower Southampton Township	<u>84.68</u>
TOTAL	151.94

Table C – Population, based on 2020 US Census

Upper Southampton Township	15,269
Lower Southampton Township	<u>20,599</u>
TOTAL	35,868

### 1.2 Description of Bids Requested

#### A. Primary Bid:

The curbside collection of residential solid waste once a week for fifty-two (52) weeks each year; recyclable materials once a week or fifty-two (52) weeks each year; and yard waste once a week, only between April 1<sup>st</sup> and December 15<sup>th</sup> and for one additional day during the week of the third Monday of January for each year of the contract. The bid shall include delivery of said materials to a designated regulatory agency permitted disposal facility for ultimate disposal or to a recycling or

composting center for subsequent processing for the SWBSWC municipalities of Upper Southampton Township and Lower Southampton Township.

**B. Alternate Bid:**

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

1. Residential solid waste once each week in each year of the contract.
2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection once each week between April 1 and December 15, together with the week beginning the third Monday in January in each year of the contract.
4. Bulk waste collection once each week in each year of the contract.

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

The Alternate Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from residential properties using traditional (manual) collection methods and not utilizing an automated collection system in area of the Townships as necessary.

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

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

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

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

C. Additional Bid Prices for Roll-off Container:

The bidder shall provide a unit price to provide 20-cubic-yard containers and 30-cubic-yard containers for municipal solid waste at locations to be designated by the SWBSWC municipalities within the SWBSWC service area.

1.3 Residential Solid Waste

Residential solid waste shall be collected curbside once a week and delivered to the Wheelabrator (now WIN-Waste Innovations) Falls Facility in Falls Township, PA or to an alternative regulatory agency permitted disposal facility approved by SWBSWC which shall be located within a thirty (30) mile radius of the intersection of Bristol Road and Bustleton Pike. The SWBSWC municipalities have an existing contract with Wheelabrator (WIN) Technologies for the disposal of residential solid waste through December 31, 2028, with possible five (5) one (1) year extensions thereafter.

1.4 Recyclable Materials

Recyclable materials shall be collected single stream and collected curbside once a week and delivered to the WM Recycling Center, in Falls Township, PA or to an alternative recycling center approved by SWBSWC municipalities which shall be located within a thirty (30) mile radius of the intersection of Bristol Road and Bustleton Pike. The SWBSWC municipalities have a contract with WM for the processing of recyclable materials until December 31, 2029.

1.5 Bulk Items

Residents shall contract directly with the successful bidder for bulk items collection and disposal. The contract awarded by the SWBSWC municipalities will list established unit prices for bulk items for each respective contract year.

The contractor shall be responsible for adherence to all federal and state regulations including the handling of HCFCs and CFCs (see Section 3.25).



## 1.6 Yard Waste

Yard waste shall be collected curbside once a week from April 1 through December 15, and the week of the third Monday of January. Yard waste shall be delivered to a composting facility designated by the SWBSC municipalities which shall be located within a thirty (30) mile radius of the intersection of Bristol Road and Bustleton Pike. The SWBSC municipalities have a disposal contract with WM in Tullytown, PA for the composting of yard waste until March 31, 2026 and at other sites designated thereafter.

## 1.7 Agricultural, Commercial, Industrial, and Institutional Establishments and Multi-Family Housing Properties

Municipal waste collection from agricultural, commercial, industrial, and institutional establishments and multi-family housing properties is excluded from the scope of services of this bid. This exclusion does not apply to municipal properties, as further defined in Section 1.9.1.

## 1.8 Condominium and Townhouse Properties

### 1.8.1 Condominium Communities

Three (3) condominium communities in Upper Southampton Township are included in this contract. Those communities are:

- A. Steamboat Station, 661 Knowles Avenue, Southampton - 178 units
- B. Belmont Station, Belmont Avenue, Southampton – 80 units
- C. Gravel Hill Station, Gravel Hill Road, Southampton – 48 units

Upper Southampton Township, at its sole discretion, may discontinue residential trash and recyclable materials collection at any or all of these condominium communities during the term of this contract. The Township will provide a minimum sixty (60) days notice to successful bidder of the discontinuance of service. Such discontinuance shall become effective on January 1 of the following year after issuance of the notice of discontinuance, at which time the total number of units billed by the contractor will be reduced accordingly.

There may be the need for special collection practices to be utilized for these developments.

The bidder shall provide such collection practices with it's Bid.

### 1.8.2 Townhouse Communities

Lower Southampton Township has a community known as Woodland Crossing that may need special collection practices due to its design and location of parking areas.

Upper Southampton Township has several townhouse communities including the following:

- A. Trowbridge, Trowbridge Drive, Southampton: 83 units
- B. Huntingdon Brook, Heppe Drive, Southampton: 264 units

Due to the design of these townhouse developments and on-street parking congestion, there may be the need for special collection practices to be utilized for those developments.

The Bidder shall provide those such practices with it's Bid.

## 1.9 Collection

### 1.9.1 Municipal Properties

The successful bidder shall collect, transport and dispose all municipal waste and recyclable materials generated by the SWBSCW municipalities at municipal properties listed below, by providing a minimum of one (1) 4-cubic-yard capacity dumpster for solid waste and a minimum 1 (1) 4-cubic-yard capacity dumpster for recyclable materials at each property. The dumpsters for municipal waste shall be emptied as often as necessary, but not less than three (3) times per week. The dumpsters for recyclable materials shall be emptied as often as necessary, but not less than once a week. The cost of providing this service shall be included in the bid.

Municipal Properties are listed as follows: (Number of dumpsters at each location is shown in parentheses):

#### **Upper Southampton Township**

Township Building, Library, Maintenance Building (1)  
939 Street Road, Southampton

Tamanend Park  
Second Street Pike, Southampton

Southampton Community Center  
Willow Avenue, Southampton

Willi Schaefer Complex  
Gravel Hill Road, Southampton

Veterans Field  
Street Road, Southampton

**Lower Southampton Township**

Municipal Building  
1500 Desire Avenue, Feasterville  
One (1) 6-yard recycle dumpster

Russell Elliott Memorial Park  
Buck Road, Feasterville  
Behind building and parking lot  
Two (2) 6-yard trash dumpsters; One (1) 6-yard recyclables dumpster

Public Works Department  
School Lane, Feasterville  
Two (2) 6-yard trash dumpsters

Playwicki Farm  
Bridgetown Pike, Feasterville Cul-de-sac and behind barn  
Two (2) 6-yard trash dumpsters  
One (1) 6-yard recyclables dumpster

Library  
1983 Bridgetown Pike, Feasterville  
One (1) 6-yard trash dumpster  
One (1) 6-yard recyclables dumpster

Dolphin Park Complex  
260 E Bristol Road, Feasterville  
Two (2) 6-yard trash dumpsters  
One (1) 6-yard recyclables dumpster

Township Building Complex Entrance  
1451 Bustleton Pike  
One (1) 40-yard roll-off yard waste dumpster

Each of the SWBSWC municipalities may require up to five (5) additional locations during the contract period, which the successful bidder will provide at no additional cost or charge to the respective SWBSWC municipality.

### 1.9.2 Municipal Waste Generated from Street Sweeping

The successful bidder shall collect, transport and dispose all municipal waste generated from street sweeping by providing one (1) thirty 30-cubic-yard capacity dumpster to each municipality at a location as determined by the municipality. The dumpsters for municipal waste from street sweeping shall be emptied as often as necessary. The cost of providing this service shall be included in the bid.

### 1.10 Examination of the Municipalities

Bidder should inspect all areas included within the scope of services so as to make their own judgment with respect to the number of collection locations and all other circumstances affecting the cost of the services to be provided and the nature of the work to be performed. The figures provided herein are not to be taken as binding and contractor shall assume patent and latent risks in connection therewith.

### 1.11 Specifications

Bidders are advised to carefully examine the Instructions to Bidder, General Specifications, Detailed Specifications, Exhibits and all other 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 their performance.

### 1.12 Conditions of Service

The SWBSWC municipalities do not make any representations in connection with any of the supplementary materials, which form part of this proposal, specifications and request for bids (collectively "bid documents"). The total number of residential dwelling units in all the SWBSWC municipalities requiring the services is estimated in Section 1.1, but most probably will increase during the contract term.

The successful bidder shall receive additional compensation over and above the contractual unit price as specified in Section 2.12 of this document for any additional occupied residential dwelling units requiring service above the specified number of units in Section 1.1.

Insofar as possible, the successful bidder, in the performance of the scope of services called for in this document must employ such methods or means as will avoid interruption or interference with the operations of the affairs of SWBSWC municipalities, and shall take the necessary steps to ensure that during the course of performance there will be no infringement on the rights of the public. The successful bidder, in the performance of the services called for in this document, shall employ such methods, which shall not violate any applicable statutes, regulations or ordinances of

the Commonwealth of Pennsylvania, any subdivision thereof or any of the SWBSWC municipalities, presently and hereafter in effect.

#### 1.13 Preparation of Bids

Each bidder must submit bids for the entire amount and also for the per-dwelling unit amount for the services called for in this request for bids. The bid contract period will be for each year of the contract, for the prime bid and all alternate bids, as specified and required by the various documents which form this request for bids. The failure to conform to any of these requirements may result in the classification of a bid as “irregular” and may render same subject to rejection. The attachment of any conditions, limitations, or ancillary provisions by a bidder to its proposal may cause a similar classification and have a similar effect, unless adequately explained as provided in Section 1.28 herein.

Sealed bids, with all required documents, shall be received at the Upper Southampton Township Administration Building by October 30, 2025 until 11:00AM. prevailing time, on whereby they will be publicly opened and read at the Upper Southampton Township Administration Building, 939 Street Road, Southampton, PA.

A mandatory pre-bid conference is scheduled for October 9, 2025 at 11:00 AM at the Lower Southampton Township Administration Building at 1500 Desire Avenue, Feasterville, Pennsylvania, for a review of the specifications and bid documents and discussions on bidder questions and responses. All bidders must attend. Prebid meeting minutes will be prepared and issued to all attendees.

The SWBSWC municipalities reserve the right, in the exercise of their sole discretion, to reject any and all bids. Both of the SWBSWC municipalities likewise reserve the right to waive any non-conformity with respect to any bid or any error with respect to the same which does not constitute a substantial departure from the specifications herein set forth. The determination of whether an error or departure is one of substance rests within the sole discretion of any of the SWBSWC municipalities.

#### 1.14 Signature of Bidders

The firm, corporation, or individual name of a bidder must be manually signed in ink in the space provided on the bid form. In the case of a corporation or other firm (where appropriate), the title of the officer signing on behalf of such entity must likewise be stated, the seal of the corporation (where appropriate) must be affixed and the officer executing the document on behalf of the firm shall attach thereto a certified copy of official action indicating that officer's authority to make such a bid and submit such a bid on behalf of the firm. In the case of a partnership, the signature of an authorized partner must be below the firm name together with an indication that the signature is that of a partner. In the event that some other agent of the partnership submits or

executes a bid for the firm, he or she shall attach thereto a notarized statement executed by the partnership, which designates him or her as an agent authorized to execute and submit the bid.

1.15 Bidders Affidavit

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

1.16 Consent of Surety

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

1.17 Bid Guaranty

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

1.18 Affirmative Action Affidavit

Each bidder shall complete, sign and deliver at the time of the submission of the bid an Affirmative Action Affidavit on the form attached hereto.

1.19 Affidavit of Non-Collusion

Each bidder shall complete, sign and deliver at the time of the submission of the bid an Affidavit of Non-Collusion on the form attached hereto.

1.20 Performance Bond

The successful bidder, upon award of the contract, shall furnish each municipality a bond for the faithful performance of the contract in an amount equal to the total contract price of the full term of the contract, within twenty days after the award of the contract. 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. With and award of a five-year contract similar bond reductions will apply for subsequent year(s). Similar reductions also apply where option years are exercised.

Agents of bonding companies who write bonds for the performance of the contract shall furnish the necessary power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the particular type of 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 all SWBSWC municipalities.

#### 1.21 Competency of Bidders

Each bidder shall furnish proof that the bidder, or any parent, subsidiary or affiliated entity of the bidder has had at least five years of experience as either the owner or the principal operator of a business or businesses engaged in the collection, recycling, transportation and disposal of solid waste from municipalities serving in the aggregate not less than 4,500 residential units. The SWBSWC municipalities shall reject any bid if its investigation fails to indicate that a bidder is qualified to carry out the obligations of the contract and to provide in full the services specified herein in the sole discretion of any SWBSWC municipality.

Each bidder must complete and sign the Bidder's Questionnaire attached hereto. Failure to include and complete the Bidder's Questionnaire and supporting documentation at the time of the submission of a bid shall render the bid nonresponsive and ineligible for award.

#### 1.22 Withdrawal of Bids

No bid may be withdrawn, altered or otherwise modified after it has been uploaded onto the PennBid website.

#### 1.23 Disposition of Bid Guaranty

The lowest responsive and responsible bidder shall be awarded the contract and shall execute the contract and furnish the required performance bonds or security within twenty days after receiving notice from the SWBSWC municipalities that such bidder has been so selected. Upon execution and delivery of the contract and the furnishing of

the required performance bond or security, the deposits and bonds made by other bidders shall be returned.

In case the bidder to whom the contract award is made shall fail to execute and deliver the contract and the necessary performance bond or security within twenty days after said award, the award may be vacated and the SWBSWC municipalities may pursue any remedy available. The first bidder's deposit of Bid Bond shall be forfeited as liquidated damages, or the SWBSWC municipalities may, at its option, recover from such bidder the difference between the price of initially awarded bid and the amount of the contract as shall be subsequently awarded, applying said deposit of Bid Bond on account thereof.

#### 1.24 Interpretation

No interpretation of the meaning of the Instructions to Bidders, General Specifications, Detailed Specifications, Exhibits, or other bid documents will be made to any bidder. Supplemental instructions, if any, will be made in the form of written addenda to this document and request for bids, which, if issued, will be sent to all parties on record having received these documents. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under its bid as submitted nor from any obligation to conform to the requirements herein or in any such addenda set forth. Any and all addenda shall be signed by a bidder and a copy of which returned as a part of the bid.

#### 1.25 Award of Contract

Award of the contract by all SWBSWC municipalities, if made, will be made on or before sixty (60) days following the opening of bids, to the lowest responsive and responsible bidder whose bid complies with the requirements as stated herein.

The SWBSWC municipalities reserve the right in its sole discretion to reject any or all bids if in the interest of the SWBSWC municipalities it deems advisable to do so. The SWBSWC municipalities also reserve the right to reject any bid where the bidder fails to furnish the documents required to be filed with the bid, or fails to provide pertinent information required or misstates or conceals any material fact or when any of the SWBSWC municipalities determine that a bidder is not responsive and responsible all within the sole discretion of the SWBSWC municipalities. After bids have been opened, reviewed and studied, the SWBSWC municipalities reserve the right in its sole discretion to choose that bid which it believes meets the best interest of the SWBSWC municipalities, provided that such bid complies in all respects with the requirements as set forth herein.

The SWBSWC municipalities shall determine in its sole discretion whether a bidder is responsible and may require a bidder to submit additional documentary evidence to



support the statements made by a bidder or its qualifications. The SWBSWC municipalities may also require in its sole discretion a bidder to show SWBSWC municipalities its equipment, and every bidder in submitting a bid agrees to furnish additional information, which may be required by the SWBSWC municipalities.

#### 1.26 Term of Contract

The contract awarded hereunder shall be for either:

- (1) An initial three (3) year term, commencing on January 1, 2026, and ending on December 31, 2028, with two (2) additional one (1) year options; or
- (2) An initial five (5) year term, commencing on January 1, 2026, and ending on December 31, 2031, with two (2) additional one (1) year options.

#### 1.27 Bid

Each bidder shall submit its bid(s) on the Bid Form(s) attached hereto.

#### 1.28 Conditions, Exclusion or Changes to the Bid Conditions or Specifications

No conditions, exclusions or changes to the bid conditions or specifications shall be allowed.

### 2.0 **GENERAL SPECIFICATIONS FOR CONTRACTOR AWARDED BID**

Bidders are hereby advised that upon the award of the contract, all items, conditions, provisions and procedures set forth in the Notice to Bidders, Instructions to Bidders, General Specifications, Detailed Specifications, and the Exhibits attached hereto and included with the Specifications and Affidavits pursuant thereto shall be a part of the contract.

#### 2.1 Obligation of the Contractor awarded the Bid

If awarded the Bid, the contractor, at its own cost and expense, and in strict conformity with the full specifications herein, including the Notice to Bidders, Instructions to Bidders, General Specifications, Detailed Specifications, Exhibits included with the Specifications and Contract, shall furnish all the material, labor and equipment for the collection and transportation of residential solid waste, recyclable materials and yard waste from the dwelling units of all residential properties, municipal properties and other locations within the SWBSWC municipalities.

## 2.2 Obligation of the SWBSWC Municipalities

The SWBSWC municipalities shall also be obligated to make payments to the contractor for the collection, and transportation services as hereinafter provided for and required under the contract

The SWBSWC municipalities shall furthermore be obligated to make arrangements with processing facilities to receive and accept all of the solid waste, recyclable materials and yard waste delivered by the contractor.

## 2.3 Supervision by the Contractor

The contractor shall designate one or more responsible supervisors with a suitable vehicle (pickup truck or similar equipped vehicle) that shall be present at all times in the SWBSWC municipalities while collections are being made. Said supervisor(s) shall have a mobile phone on his/her possession and be available to monitor the collections being made and to receive any complaints, answer any inquiries, and resolve any disputes with respect to the services supplied pursuant to this contract. The mobile phone number shall be provided to the SWBSWC municipalities so that each municipality will be able to directly contact said supervisor(s) at all times while collections are being made. Further, the contractor shall have available an employee who may be contacted at a local telephone number during the hours of collection, Monday through Saturday, to respond to any inquiry or complaint in connection with the services and duties being provided hereunder. During non-collection hours, the contractor shall maintain a voice message answering system at this same local telephone number for residents to record any inquiries and/or complaints.

## 2.4 Notice to the Contractor

The place of business designated in the contractor's proposal and bid is hereby designated as a place at which all notices, letters and other communications shall be served and to which all notices, letters and other communications shall be mailed or delivered

## 2.5 Inspection

The SWBSWC municipalities or their respective authorized representatives may inspect the collections being made pursuant to the contract and may require correction of any improper performance or any deficient performance therein through the designated responsible employee or agent of the contractor.

## 2.6 Competent Workers to be Employed

The contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of the contract. Any failure to comply with any aspect of this provision shall be automatically considered a breach of the contract and the contractor may be deemed in default at the discretion of any of the SWBSWC municipalities.

The Contractor shall include with its bid submittal a copy of its Safety Training Program with regard to all employees engaged in the collection or transportation of solid waste or recycling within the SWBSWC, prior to the commencement of the Contract. At a minimum, a safety program shall include training components, which comply with the following mandatory, and industry recommended safety standards as found in the latest version of US DOT, PA DOT, OSHA and ANSI Z245 industry standards, with regard to the following training areas:

- A. Commercial Motor Vehicle Operations
- B. Collection Crew Safety
- C. Commercial Container Handling
- D. Energy Control for Vehicle Maintenance and Servicing
- E. Collection and Transfer Vehicles
- F. Unloading procedures at Treatment, Processing and Disposal Facilities

These areas of safety shall include at a minimum the following core training areas:

- A. Basic Hazard Communications (HAZCOM)
- B. Blood Borne Pathogens
- C. Confined Space Entry
- D. Drug and Alcohol Abuse Prevention Programs
- E. Electrical Safety
- F. Emergency Spill Response
- G. Control of Hazardous energy (Lockout/Tagout)
- H. Ergonomics
- I. Fire Safety
- J. Hearing Conservation
- K. Personal Protective Equipment
- L. Powered Industrial Truck Operations
- M. Traffic Control
- N. Walking-Working Surfaces

The SWBSWC reserves the right to inspect all safety program materials and employee certifications of completion at any time prior to and at any time during the term of any contract awarded.

No employee of the contractor shall be permitted to work within the SWBSWC municipalities until such time as said employee has completed the minimum training

program as outlined herein and signed a certification of completion. All employees shall be provided with training updates on a regular basis, but in no case shall updates take place less than two times per year.

## 2.7 Liability and Damages

The contractor agrees to indemnify, defend and hold harmless the SWBSWC municipalities, their 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.

## 2.8 General Insurance Requirements

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

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

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

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

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

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

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

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

#### 2.8.1 Contractor's Liability Insurance

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

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

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

The insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations; and

- iv. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under the Contract.

(b) Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto;
- ii. Automobile contractual liability; and
- iii. Pollution liability - Broadened Coverage for Covered Autos (ISO form CA 9948 or its equivalent).

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

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

\$500,000 each accident for bodily injury by accident;

\$500,000 each employee for bodily injury by disease; and

\$500,000 policy limits for bodily injury by disease.

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

\$3,000,000 per occurrence;

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

\$3,000,000 products/completed operations aggregate

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

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

\$1,000,000 per pollution incident

\$2,000,000 annual aggregate.

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

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

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

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

## 2.9 Correction of Breaches of Non-Performance

In the event that the contractor shall be in breach of the contract, or if the contractor should ever fail to collect the materials required herein, and such breach or failure shall be incurred, per municipality, for a period of two consecutively scheduled pick-up dates, inclusive of holidays, the SWBSWC municipalities may, at their option, declare the contract in default.

Upon a declaration of default, any SWBSWC 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 SWBSWC 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. Such options of any of the SWBSWC municipalities are cumulative to any and all

other legal and/or equitable rights of each SWBSWC municipality, and each SWBSWC municipality may avail itself of any and all available 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, not to exceed the penal sum of the bond.

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 events beyond the reasonable control of the contractor; restraints of government, lawful orders of 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 the SWBSWC municipalities' cost of performing the work specified in the contract to be done during any such period shall be charged to the contractor and paid to the SWBSWC municipalities as in the case of a default by the contractor.

#### 2.10 Penalties

Any SWBSWC municipality shall notify the contractor of any and all complaints (and inquiry if necessary) regarding performance of this contract. It shall be the duty of the contractor to take whatever steps are necessary to remedy the complaints.

In addition to any remedies set forth in these specifications for non-performance, failure to remedy the complaints within the time period stipulated by any SWBSWC municipality will result in penalties as stated below. Any SWBSWC municipality may deduct from any monies due, or which may become due the contractor, the penalty according to the following amounts:

- A. Failure to clean-up spilled material is Two Hundred Dollars (\$200.00) for each occurrence.
- B. Failure or neglect to clear and resolve collection complaints within eight (8) working hours is Two Hundred Dollars (\$200.00) for each occurrence. A working hour is an hour allotted to the contractor for collection i.e., 6:00 a.m. to 6:00 p.m. Monday to Saturday.

Examples: a complaint received by the contractor at 10:00 a.m. on Saturday therefore must be resolved by 6:00 p.m. on that same day. A complaint received by the contractor at 4:00 p.m. on a Monday must be cleared and/or resolved by 12:00 noon on Tuesday. However, in the event that a collection complaint (i.e. skipped trash or recycling collection) is repeated at the same address three or more times within the last 12-month period, any SWBSWC municipality may



immediately impose a fine of Four Hundred Dollars (\$400) for the third and subsequent complaints without allowing the contractor the opportunity to avoid the fine by correcting the complaint within the appropriate resolution period.

- B. Changing the day of collection without notifying the affected premises or any SWBSWC municipality is One Thousand Dollars (\$1,000) for each occurrence.
- C. Missed collections at the same address within a six (6) month period – Four Hundred Dollars (\$400) for the third and subsequent violation.
- E. Starting route collections before 6 a.m. as prescribed in Section 3.07 hereof is Five Hundred Dollars (\$500) for each occurrence.
- F. Collection after 6 p.m. as prescribed in Section 3.07 hereof without approval of any SWBSWC municipality affected is Three Hundred Dollars (\$300) for each occurrence.
- G. Failure to provide quality of performance required on a collection route after notification to correct performance is Five Hundred Dollars (\$500) for each occurrence. An example includes failure to comply with Section 3.14.
- G. Penalty for contractor's contamination of a load of recyclables, or failure to properly separate recyclables, or other action which causes the shipment to be rejected by the recycling center or market is One Thousand Dollars (\$1,000) per load. The contractor is also responsible to transport the contaminated material from the recycling center to an approved disposal site and the disposal of the contaminated material at no cost to the SWBSWC municipalities.
- H. Failure to collect bulk item appropriately displayed for collection on the specified day of collection is One Hundred Dollars (\$100) for each occurrence.
- I. For each report of employee misconduct, i.e. use of offensive language, abusive behavior, mishandling of residential property (such as refuse containers), or other reports of violation of Section 3.24 hereof is Fifty Dollars (\$50) for each occurrence.
- J. Failure to provide a supervisor on the street or to have mobile phone service as required under Section 2.03 hereof is Two Hundred Dollars (\$200) per occurrence.
- G. Failure to place empty containers upright at the curb or street line after collection – One Hundred Dollars (\$100) per occurrence.

- H. Placement of empty containers that block a driveway or street – Three Hundred Dollars (\$300).

#### 2.11 Payments

The contractor shall be paid by each SWBSWC municipality on a monthly basis on or before the last day of the succeeding month. The contractor must prepare and submit an invoice for each month's payment in sufficient time to permit its proper review by the municipality officials, the invoice must state the number of dwelling units serviced, the cost per unit, any additional costs incurred as provided for under the contract, and the total price being charged for the month.

#### 2.12 Additional Compensation

The contractor shall receive "additional compensation" over and above the bid price for each residential dwelling unit over the original number of dwelling units (as identified in Section 1.01) required to be serviced under the contract. The additional compensation shall be the unit price bid by the contractor to service each dwelling unit for that year of the contract times the additional number of dwelling units to be serviced greater than the contractually agreed upon number of units pro-rated on a monthly basis for that portion of the year or years remaining on the contract.

The SWBSWC municipalities shall provide an initial list to the contractor of the addresses of all of the dwelling units to be serviced under the contract, the list to be updated each quarter. Each SWBSWC municipality shall notify the contractor promptly and directly whenever a new dwelling unit is to be provided with service.

#### 2.13 Assignment

Neither the service provided nor any portion thereof, 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 all SWBSWC municipalities; provided, however the contract may be assigned to any wholly owned subsidiary of the contractor upon 30 days prior written notice of such assignment to the SWBSWC municipalities and their consents, which consents shall not be unreasonably withheld. 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 any of the SWBSWC municipalities because of payment, nor be deemed to be a waiver by any SWBSWC municipality of its right to terminate the agreement for good cause pursuant to the terms of the contract or this document.

2.15 Action of any SWBSWC Municipality

Any termination of the contract by any SWBSWC municipality shall be binding upon all SWBSWC municipalities.

2.16 Compliance with all Laws:

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

### **3.0     DETAILED SPECIFICATIONS**

#### **3.1     Definitions**

For the purposes of this invitation to bid the following work and phrases shall have the meaning given herein.

1. "Act 90" shall mean the Pennsylvania Waste Transportation Safety Act of 2002 (P.L. 596, No. 90, June 29, 2002).
2. "Act 97" shall mean the Pennsylvania Solid Waste Management Act of 1980 (P.L. 380, No. 97, July 7, 1980).
3. "Act 101" shall mean the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 1988-101, July 28, 1988).
4. "Agricultural Establishments" shall mean property devoted to farming, pasture, or the raising of livestock or poultry.
5. "Aluminum Containers" shall mean empty all-aluminum beverage and food containers.
6. "Bi-Metallic Containers" shall mean empty food or beverage containers constructed of a mixture of ferrous metal, usually tin or steel, and non-ferrous metal, usually aluminum.
7. "Bulk Waste" shall mean large items of refuse, including, but not limited to, furniture, carpet, tires, and appliances, which require collection in other than conventional compactor refuse collection vehicles.
8. "Catalogs" shall mean any of a variety of mail-order publications (i.e. Penney's or Sharper Image) printed on "glossy" coated paper."
9. "Collector" or "Collector/Hauler" shall mean the contractor, person, firm, agency or public body or employee or agent thereof who is engaged in the collection and/or transportation of solid waste.
10. "Commercial Establishment" shall mean any establishment engaged in a non-manufacturing or non-processing business, including, but not limited to, stores, markets, offices, restaurants, shopping centers and theaters.
11. "Compost" shall mean a microbial degradation of organic waste to produce a relatively nuisance-free product of potential value as a solid conditioner.
12. "Composting Facility" shall mean a permitted plant, establishment, equipment or other operation to produce compost.

13. "Container" shall mean can, mechanical bin, box, or disposable container used for storage of residential solid waste; wheeled container or can for the storage of recyclable materials; and can, biodegradable paper bags for the storage of yard waste.
14. "Contractor" shall mean the person to whom a contract has been awarded by the SWBSWC municipalities to perform the services of these specifications.
15. "Corrugated Paper" shall mean structural paper material with an inner core shaped in ridged parallel furrows and ridges.
16. "County" shall mean the County of Bucks, Pennsylvania.
17. "Curbside Recycling Collection" – the scheduled collection and transportation of recyclable materials placed at the curb or street line by persons residing at a residential property.
18. "Detachable Container" or Mechanical Bin" shall mean any container which may be lifted and emptied into a collection vehicle. For the purposes of these bid specifications, containers are referred to as rear loading or front loading containers or rolls off containers which conform to the ANSI Z-245.30, ANSI Z245.60 and ANSI Z245.1 - 1999 standards or their latest equivalent.
19. "Disposal Facility" shall mean a permitted facility which processes or acts upon solid waste so as to dispose of the material, such as a composting facility, an incinerator, a resource recovery plant, a waste-to-energy facility or a sanitary landfill, etc.
20. "Drop-off Center" shall mean a location established by the municipality or a private organization for the receipt and temporary storage of recyclable materials.
21. "Garbage" shall mean animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods. It does not include wastes from industrial processing or manufacturing of food products, bodies of dead animals, or human or animal excrement.
22. "Glass Containers" shall mean bottles and jars made of clear, green, or brown glass. Expressly excluded are non-container glass, plate glass, blue glass, and porcelain and ceramic products.
23. "Governing Body" shall mean the elected officials of the municipality.
24. "Hazardous Waste" shall mean solid waste that is especially harmful or potentially harmful to public health as defined in the Pennsylvania Solid Waste Management Act (Act 97). This shall include, but not be limited to, explosives, toxic materials, and

medical wastes. For purposes of this agreement, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner (e.g. aerosol cans, pesticides, fertilizers, etc.).

25. "Incinerator" shall mean an enclosed device using controlled combustion for the primary purpose of thermally breaking down solid waste, and which is equipped with a flue.
26. "Industrial Establishment" shall mean any establishment engaged in manufacturing or production activities, including, but not limited to, factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.
27. "Institutional Establishment" shall mean any establishment or facility engaged in services, including, but not limited to, hospitals, nursing homes, schools and universities.
28. "Junk Mail" shall mean printed material that is delivered to residential dwellings through the mail system, such as envelopes, advertisements, catalogs, magazines, solicitations and similar materials.
29. "Landfill" shall mean a land disposal site for the disposal of solid waste.
30. "Leaf Waste" shall mean leaves, garden residues, shrubbery and tree trimmings, and similar materials, but not including grass clippings.
31. "Licensed Collector or Licensed Waste Hauler" shall mean shall mean a person who has written authorization from the PADEP under Act 90 to collect, haul, transport and dispose of municipal waste.
32. "Magazines" shall mean printed matter containing miscellaneous written pieces published at fixed or varying intervals. Expressly excluded are all other paper products.
33. "Multi-Family Housing Property" shall mean that the property has three (3) or more dwelling units and one of the following conditions:
  - (1) All dwelling units within the building shall have common ownership, or
  - (2) Most of the dwelling units within the building are located above or below another dwelling unit regardless of ownership.
34. "Municipal Waste" shall mean any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial, or institutional establishments and from community activities, and any sludge not meeting the definition of residual or hazardous waste under Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. The term does not include any source-separated recyclable materials.

35. "Municipality" shall mean the Townships of Upper Southampton and Lower Southampton collectively or individually.
36. "Municipal Properties" shall mean lands, buildings, and other facilities owned or controlled by the SWBSWC municipalities, such as municipal buildings, police buildings, municipal garages, libraries, firehouses, parks, etc.
37. "Newsprint" shall mean paper of the type commonly referred to as newspaper and distributed at fixed or varying intervals, having printed thereon news and/or opinions, containing advertisements and other matters of public interest.
38. "Office Paper" shall mean all white paper, bond paper, and computer paper.
39. "Operator" shall mean any person who manages any solid waste storage, transfer, processing, or disposal operation.
40. "Paperboard" shall mean a thick paper based material made of pressed paper pulp or pasted sheets of paper. It may also be made from reclaimed paper stock. Commonly used for packaging (i.e. food boxes, gift boxes, pizza boxes) and posters. Also known as chip board or pressed cardboard.
41. "PA DEP" shall mean the Pennsylvania Department of Environmental Protection.
42. "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 and is subject to rights and duties.
43. "Plan" shall mean the SWBSWC Municipal Solid Waste Management Plan as submitted by the County to the PA DEP and the Bucks County solid Waste Management Framework Plan of which the SWBSWC Municipal Solid Waste Management Plan is a part.
44. "Plastic" shall mean empty plastic food and beverage containers, with #1, #2, #3, #4, #5, #6 or #7 imprinted on container.
45. "Processing Facility" shall mean a permitted plant, establishment, set of equipment or other operation, which processes, handles or otherwise modifies the materials provided to it.
46. "Recyclable Materials" shall mean those materials which may be processed or re-fabricated for re-use as specified by the SWBSWC municipalities for separate collection in accordance with recycling regulations. Such materials may include, but shall not be

limited to glass containers, aluminum containers, steel containers, bi-metallic containers, office paper, paperboard, newsprint, junk mail, catalogs, magazines, corrugated paper, and plastics.

47. "Recycling" shall mean the collection, separation, recovery and sale or reuse of metals, glass, paper, yard waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the generation of energy.
48. "Recycling Center" shall mean a facility established to receive, process, store, handle and ship recyclable materials.
49. "Refuse" shall mean all solid wastes, except bodily wastes; and shall include, but is not limited to garbage, ashes, bulk waste, rubbish, and street sweepings; except that refuse shall specifically exclude hazardous waste and source separated recyclable materials.
50. "Regulations" shall mean the municipal waste, recycling, and yard waste regulations developed and adopted by any municipality to govern the separation, storage, collection, recycling, transportation, processing and disposal of municipal solid and recyclable materials.
51. "Residential Property" shall mean all properties used for residential purposes, except multi-family housing properties. Dwelling units located within a building or on the same property with commercial, industrial, and/or institutional uses shall not be treated or recognized as a residential property.
52. "Residential Solid Waste" shall mean garbage, refuse, and other discarded solid material normally generated at a residential property, including bulk waste.
53. "Residue" shall mean solid materials remaining after burning, including but not limited to ashes, metals, glass, ceramics, and unburned organic substances.
54. "Resource Recovery Facility" shall mean a plant, establishment, set of equipment or other operation, which recovers useful materials and/or products, including heat, electricity, and/or recyclable materials from otherwise waste materials.
55. "Rubbish" shall mean solid waste exclusive of garbage, and non-compostable plant material, wood or non-putrescible solid waste.
56. "Scavenging" shall mean uncontrolled or unauthorized removal of solid waste materials.
57. "Solid Waste Management" shall mean the purposeful systematic control of the storage, collection, transportation, processing, and disposal of solid waste.



58. "Source-Separated Recyclable Materials" shall mean recyclable materials and yard waste that is separated from municipal waste at the point of origin or generation for the purpose of recycling.
59. "Steel Containers" shall mean empty ferrous or "tin" food or beverage containers.
60. "SWBSWC" shall mean the Southwest Bucks Solid Waste Committee, consisting of representatives from the Townships of Lower Southampton and Upper Southampton established by resolution of the governing bodies of the participating municipalities and its successors and assigns including any committee, commission, authority or other duly established body with the responsibility for planning and overseeing the management of municipal solid waste generated within the boundaries of the participating municipalities.
61. "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.
62. "Transfer Station" shall mean a facility, which receives and temporarily stores solid waste at a location other than the generation site and which facilitates that bulk transfer of accumulated solid waste to a facility for further processing or disposal.
63. "Waste-To-Energy Facility" shall mean a plant, establishment set of equipment or other operation, which converts wastes to usable energy forms, such as the incineration of municipal solid waste to produce steam and electricity.
64. "Wheeled Container" shall mean a sixty-four (64) gallon capacity plastic mobile cart with molded wheels, plastic lid with snap-on hinge, steel pick-up bar and molded-in handle for easy movement of the cart by householders. The container shall be designed so that the wheels and/or lid may be easily replaced without the need to replace the entire container.
65. "Yard Waste" shall mean leaf waste as defined above and grass clippings.

For the purpose of these definitions, the singular shall include the plural and the masculine shall include the feminine and neuter.

### 3.2 Collection of Residential Solid Waste, Recyclable Materials and Yard Waste:

The contractor shall collect residential solid waste, recyclable materials, and yard waste from each dwelling unit of every residential property within the SWBSWC municipalities. The residential solid waste shall be collected once each week. The types of materials to

be collected for recycling and the collection schedule for recyclable materials shall be provided to each dwelling unit along with a schedule showing the days of the week on which the residential solid waste, recyclable materials and yard waste will be collected.

### 3.3 Source Separation of Recyclable Materials:

Every householder in the SWBSWC municipalities is required to separate those recyclable materials from municipal waste as specified by the SWBSWC municipalities in the recycling regulations. The list of recyclable materials includes, but is not limited to, newsprint, aluminum containers, glass containers, steel containers, bi-metallic containers, plastic, corrugated paper, junk mail, office paper, and pressed paperboard. The list of recyclable materials may change over the term of the contract without any adjustment in cost to the SWBSWC municipalities. All recyclable materials shall be placed in a wheeled container as provided for in Section 3.11, and other recycling container(s) if the wheeled container is insufficient to handle the amount of recyclable materials placed for collection.

### 3.4 Types of Materials to be Collected for Recycling:

The SWBSWC municipalities shall notify each householder of the types of recyclable materials to be collected, where to place them for collection, what containers to use, how often they will be collected, and other responsibilities of the householder. The list of recyclable materials includes, but is not limited to, newsprint, catalogs, magazines, aluminum containers, glass containers, steel containers, plastic, corrugated paper, junk mail, office paper, paperboard, and bi-metallic containers. The contractor shall be responsible for notifying the householders of the specific day of the week the recyclable materials will be collected.

### 3.5 Schedule:

The contractor shall collect residential solid waste and recyclable materials throughout the SWBSWC municipalities according to the following schedule:

- A. Upper Southampton Township – As per Contractors Bid
- B. Lower Southampton Township – As per Contractors Bid

Each dwelling unit shall have residential solid waste and recyclable materials collected once per week. The contractor shall collect residential solid waste and recyclable materials on the same day.

The contractor shall collect yard waste throughout the SWBSWC municipalities according to the following schedule:

- A. Upper Southampton Township – Next business day after regular collection.
- B. Lower Southampton Township – Next business day after regular collection.

Each dwelling unit shall have yard waste collected once per week from April 1 through December 15, and the week of the third Monday of January.

The contractor shall collect bulk waste after being contacted directly by a resident.

These collection schedules shall not be changed without the express written approval of each of the SWBSWC municipalities. Every householder shall be notified by the contractor at least one month in advance of any change to the collection schedule. The contractor shall provide each householder with a schedule showing the days of the week on which the residential solid waste, recyclable materials and yard waste will be collected. The cost of all notifications required in this section, including printing, mailing or delivery costs shall be borne by the contractor.

### 3.6 Holiday

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

### 3.7 Hours and Days of Collection

The contractor's collection vehicles may start collecting at 6 a.m. and continue to completion of the route, but no later than 6 p.m. with the exception of weather emergencies, Monday through Friday. Collections may occur on Saturdays due to a holiday occurring during the week, weather emergencies or other emergencies. No collections shall be made on Sunday.

### 3.8 Collection Locations:

The householders will be instructed by the SWBSWC municipalities to place all household solid waste containers and wheeled containers at the curb or street line prior to the time of collection on each collection day.

### 3.9 Routes

The contractor shall establish collection routes and provide such routes to each municipality at least thirty (30) days prior to the start of the contract. The routes, once established, shall not be changed without prior approval from each SWBSWC municipality. The contractor shall follow essentially the same routes on each collection day so that the householders will be able to judge roughly when the collection will be made.

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

a) Solid Waste - The householders will be instructed by the SWBSWC municipalities to place their residential solid waste in approved plastic or metal containers with close-fitting lids or wheeled containers, depending of the Option awarded. Solid waste that is too bulky to fit in the container shall be broken up so as to fit, or may be securely tied in bundles not to exceed 50 pounds in weight or 3 feet in length and placed next to the containers at the curb.

b) Recyclable Materials – The householders will be instructed by the SWBSWC municipalities to place their recyclable materials in wheeled containers and prepared in accordance with the recycling regulations adopted by each municipality.

c) Yard Waste - The householders will be instructed by the SWBSWC municipalities to place their yard waste loose in approved hard plastic or metal containers, or in biodegradable paper bags, not to exceed fifty (50) pounds in weight and set out at curbside in similar fashion as residential solid waste.

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

Each dwelling unit shall be permitted to set out for collection on each collection day an amount of residential solid waste not to exceed twelve (12) containers, bundles, bags or combination thereof. Each dwelling unit shall be entitled to set an unlimited amount of recyclable materials each collection day. Each dwelling unit shall be entitled to set an unlimited amount of yard waste each collection day from April 1 to December 15 and the week of the third Monday of January each year; and a maximum of five (5) containers, bags or bundles for collection as residential solid waste the rest of the year.

### 3.12 Bulk Waste

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

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

### 3.13 Manner of Collection:

The contractor shall instruct the collection crews to make each collection with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible. The contractor is prohibited from blocking intersections with any vehicle equipment.

The process of collecting from both sides of a street in the same direction is prohibited on any collector or arterial street in the SWBSWC municipalities. Containers must be replaced precisely in the location where they had originally been set by the householder. Under no circumstances shall containers be placed to block vehicular access to a driveway. Under no circumstances are containers to be thrown, dropped or otherwise mishandled by the contractor.

### 3.14 Acts of God and Natural Disasters:

The contractor shall be excused without penalty from either collecting or cleaning the debris resulting from hurricanes, storms of unusually heavy winds, rain, snow, sleet, hail or other forces, other disasters or phenomena of nature or acts of God which result in blocking or closing streets or which result in the reproduction of substantial quantities of debris littering the streets and roads of the SWBSWC municipalities or any private roads and driveways necessary to be used during the collection.

### 3.15 Disposition of the Recyclable Materials:

The contractor shall transport the collected recyclable materials to WM Bucks County Material Recovery Facility located in Falls Township, PA or to one designated by the SWBSWC, but within thirty (30) miles of the intersection of Bristol Road and Bustleton Pike, where the materials may be unloaded without charge to the contractor. In any case, the contractor shall assume a zero tipping fee for unloading the collected recyclable materials at the designated recycling center. The contractor shall identify the source of each delivery of recyclable materials, at the time of delivery, as either from Lower Southampton Township or Upper Southampton Township.

### 3.16 Disposition of Yard Waste:

The contractor shall transport the yard waste to a compost facility designated by the SWBSWC within thirty (30) miles of the intersection of Bristol Road and Bustleton Pike where the materials may be unloaded without charge to the contractor. In any case, the contractor shall assume zero tipping fees for unloading the collected yard waste at the designated composting facility. The contractor shall identify the source of each delivery of yard waste at the time of delivery as either from Lower Southampton Township or Upper Southampton Township.

### 3.17 Disposition of Residential Solid Waste:

The contractor shall dispose of all residential solid waste, including bulk waste, at the Wheelabrator (now WIN-Waste Innovations) Falls Facility, located on New Ford Mill Road, in Falls Township, PA or to one designated by the SWBSWC, but within thirty (30) miles of the intersection of Bristol Road and Bustleton Pike. This contract will expire on December 31, 2028 with possible five (5) – one (1) year extensions.

Contractor shall assume a zero tipping fee for unloading residential solid waste at the Wheelabrator Falls Facility or any SWBSWC municipalities' designated facilities. The contractor shall identify the source of each delivery of residential solid waste, at the time of delivery, as either from Lower Southampton Township or Upper Southampton Township. In the event that a delivery to the Wheelabrator Falls Facility is determined to be radioactive or hazardous, then such delivery shall be made to an alternate location as directed by the SWBSWC municipalities at no additional fee or charge.

### 3.18 Transportation Routes:

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

### 3.19 Vehicles:

All vehicles for the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste shall be five (5) years of age or less when in use.

All vehicles for the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste shall be registered with, and conform to the requirements of Federal and Pennsylvania DOT regulations, the regulations of the Pennsylvania Department of Environmental Protection and the American National Standards Institute ANSI Z245.1 standard for mobile Wastes and Recyclable Materials Collection, Transportation and Compaction Equipment Safety Requirements or its latest revision.

All solid waste and yard waste collection and transportation trucks shall be compaction types, completely enclosed and watertight. Subject to the prior approval of the SWBSWC Municipality, the Contractor may employ equipment other than compaction type vehicles on streets whose width or height precludes the use of such vehicles. The Contractor shall specify whether the vehicles used in the collection process are side, front or rear loading.

All recycling collection vehicles shall be completely enclosed and shall be designed so as to prevent spillage of recyclables.

All vehicles shall be equipped with two-way radios or mobile phones, and be able to communicate with the Contractor's garage and supervisor referenced in section 2.03.

All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be of a uniform color and shall be in good repair. Each SWBSWC municipality shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of this contract. All vehicles shall be equipped with a broom, shovel and floor dry to soak up spills.

Any municipality may order any of the Contractor's vehicles used in the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the SWBSWC municipalities.

### 3.20 Numbers and Types of Vehicles:

Each bidder shall submit with his proposal a list of all vehicles and major items of equipment to be used or being used for collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste including the year, make, and body size. The list shall be updated whenever any changes occur in the vehicles and equipment being used.

### 3.21 Cleanup:

All vehicles shall be equipped with a broom, shovel and floor dry to soak up spills to clean up refuse that may be spilled or otherwise scattered during the process of collection, transportation or disposal.

### 3.22 Conduct of Employees:

Any SWBSWC Municipality Manager or Authorized Representative may request a suspension or discharge of any employee for any one or more of the following offenses during working hours, and the contractor shall comply with the request as soon as possible:

- A. Intoxication;
- B. Use of controlled substances (i.e. illicit drugs);
- C. Use of loud, profane, vulgar or obscene language;

- D. Any and all solicitation (gratuities, tips, beverages, etc.)
- E. Refusal to collect or handle refuse as herein required and defined if properly stored and placed for collection;
- F. Wanton or malicious damage or destruction of property, including waste containers or containers;
- G. Wanton or malicious scattering or spilling of wastes to be collected under this contract;
- H. Any act which may constitute a public nuisance in the performance of this contract.

### 3.23 Collection of Appliances Containing Chlorofluorocarbons (CFC's):

It is unlawful for any contractor in the course of collection, transportation or disposal of an appliance containing HCFC's and CFC's to knowingly vent or otherwise knowingly dispose of such appliance in a manner which permits such CFC's to enter the environment. Insignificant releases associated with good faith attempts to safely collect, transport or dispose of such appliances shall not be subject to the prohibition set forth in the preceding sentence. Any SWBSWC municipality may require certification from contractor of compliance with Section 608(3) (c) National Recycling and Emission Reduction Program of the Clean Air Act, and/or evidence of compliance with all applicable state and federal regulations.

### 3.24 Contingencies:

Non-performance of its obligations by the contractor which are substantial and or such as to endanger the health and welfare of the residents of the SWBSWC municipalities may, at the option of any SWBSWC municipality, be sufficient cause for all SWBSWC municipalities to terminate the contract and/or 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:

1. Unavoidable casualties to more than a majority of the collection trucks of the contractor for a period not exceeding three continuous days or a strike or strikes or other labor disputes of the employees of the contractor which prevent operation of the contractor's collection trucks for a period not exceeding three continuous days; Legal acts of duly constituted public authorities, other than the SWBSWC municipalities if such acts are not provoked by any act of omission or commission by the contractor; Any act of God and/or Nature; Civil disturbances; and/or War.

Non-performance by the contractor for whatsoever reason, of whatsoever nature, and regardless of whether it is substantial and/or a menace to the health and welfare of the residents of the SWBSWC municipalities, shall be just cause at the option of any SWBSWC municipality for a deduction by the SWBSWC municipalities on monies it expends to



provide the services hereunder which would otherwise be due the contractor for performance hereunder, except:

1. The first two consecutive days or parts thereof, including Sundays and/or holidays of a genuine strike or labor dispute as aforesaid by contractor's employees; and/or
2. The first seven consecutive days or parts thereof, including Sundays and/or holidays, of acts of God and/or Nature as a result of which a majority of the contractor's collection trucks are rendered inoperable.

### 3.25 Special Services:

- A. Roll-off Container Service - The successful bidders shall provide binding quotations for roll-off container service, i.e., prices for the utilization of a 20 cubic yard and a 30 cubic yard container at a location anywhere within the SWCSWC municipalities' service area during the contract period. It shall be assumed that each SWBSWC municipality may wish to utilize service during the life of the contract and shall not be limited and/or restricted as to quantity or location of "roll-off" service other than the unit price submitted by bid.
- B. Public Awareness Campaign - The contractor shall conduct two mass mailings annually to each and every dwelling unit within the SWBSWC municipalities for the purpose of promoting public awareness regarding the residential solid waste, recycling materials and yard waste collection program, their service information, and local regulations. The mailing would be expected to focus on general information: scheduling, routes, local regulations concerning preparation of refuse, recyclables, etc., and be expected to provide more detailed information regarding recycling yard waste programs and its regulations. Any mailing, both content and form, must be approved by each SWBSWC municipality before it is disseminated by the contractor. All costs involved in the mailings, including the cost of designing and printing the information and postage, shall be the responsibility of the contractor.
- C. The contractor shall design a violation notice form to be used to advise owners of dwelling units of non-compliance with local regulation (re: preparation of refuse, weight, bulky item, hazardous material, etc.). Said notice shall be delivered by the contractor directly to the householder on the date of the alleged non-compliance. The design and content of the form must be approved by all SWBSWC municipalities.

EXHIBITS INCLUDED WITH SPECIFICATIONS

Exhibit A	BID DOCUMENTS CHECKLIST
Exhibit B	PROPOSAL BID FORM
Exhibit C	BIDDERS AFFIDAVIT
Exhibit D	NON-COLLUSION AFFIDAVIT
Exhibit E	BIDDER'S QUESTIONNAIRE
Exhibit F	VEHICLE DEDICATION AFFIDAVIT
Exhibit G	AFFIRMATIVE ACTION AFFIDAVIT
Exhibit H	TRASH COLLECTION AGREEMENT

**EXHIBIT A**

**BID DOCUMENTS CHECKLIST**

Proposal Bid Forms (Exhibit B)

Bid Options (A, B and C)

20-Cubic-Yard and 30-Cubic-Yard Roll-off Container Unit Price

Bid Form Authorization Resolution -attach if necessary

Bidders Affidavit (Exhibit C)

Non-Collusion Affidavit (Exhibit D)

Bidder's Questionnaire (Exhibit E)

Vehicle Dedication Affidavit (Exhibit F)

Affirmative Action Affidavit (Exhibit G)

Trash Collection Agreement (Exhibit H)

Consent of Surety (Section 1.16)

Vehicle Description List (Section 3.20)

A Bid Guarantee in the form of a Bid Bond or Certified Check in the amount of 10% of the total bid amount, including Option Years, stated in dollars, made payable to Upper Southampton Township (Section 1.17)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **EXHIBIT B**

### **PROPOSAL BID FORMS**

The undersigned, has carefully inspected the existing geographic layout and residential and commercial makeup of the SWBSWC municipalities, either personally or through duly authorized representatives, and also having carefully read and examined the Specifications with accompanying Instructions to Bidders and Affidavits for Residential Solid Waste Collection, in the SWBSWC municipalities. The undersigned further understands and accepts said documents and accepts these documents as sufficient for the purpose herein expressed. The undersigned further hereby proposes to comply with said requirements and to furnish all labor, equipment, services and facilities in accordance with said Specifications and Affidavits and to commence said performance on January 1, 2026.

SWBSWC desires to obtain bids on the following in full compliance with the specifications set forth herein:

#### **BID OPTION 1-A – Manual Method –Term.**

The bidder proposes to service both Lower Southampton Township and Upper Southampton Township with manual curbside collection (not fully automated) of residential solid waste once a week, recyclable materials once a week, and yard waste once a week between April 1 and December 15 and also once during the week of the third Monday of January for each year of the contract; and the delivery of said materials to a designated disposal facility or recycling center as set forth in this document for the SWBSWC municipalities for a contract term of 3 years with 2 – one (1) year options and alternate 5 years with 2- one (1) year options. This bid shall be based on the number of dwelling units identified in section 1.01.

#### **ALTERNATE BID OPTIONS:**

BID OPTION 1-B: Same as Bid Option 1-A but for Upper Southampton Township only.

BID OPTION 1-C: Same as Bid Option 1-A but for Lower Southampton Township only.

#### **BID OPTION 2-A – Automated Method –Term.**

The bidder proposes to service both Lower Southampton Township and Upper Southampton Township with fully automated collection of residential solid waste once a week, recyclable materials once a week, and yard waste once a week between April 1 and December 15 and also once during the week of the third Monday of January for each year of the contract; and the delivery of said materials to a designated disposal facility or recycling center as set forth in this document for SWBSWC municipalities for a contract term of 3 years with 2 – one (1) year options and alternate 5 years with 2- one (1) year options. This bid shall be based on the number of dwelling units identified in section 1.01.

Under Option 2-A, 2-B and 2-c, residential solid waste and recycling materials collection from residential properties shall be performed utilizing an automated collection system consisting of a single operator, side-loading, trash or recycling collection vehicle that uses a mechanical arm to lift a trash or recycling container and deposit the trash or recycling materials either directly into the body of the trash or recycling collection vehicle, or into a container attached to the front of the collection vehicle (commonly referred to as the Curroto system), which then periodically deposits the materials into the body of the collection vehicle.

**ALTERNATE BID OPTIONS:**

BID OPTION 2-B: Same as 1B but for Upper Southampton Township only.

BID OPTION 2-C: Same as 1B but for Lower Southampton Township only.

**D. ROLL-OFF CONTAINER UNIT PRICE:**

Provide a unit price for a 20-cubic-yard container and a 30-cubic-yard container for municipal solid waste at locations to be determined anywhere within the SWBSWC service area.

**PROPOSAL BID FORM**  
**OPTION 1-A – CURBSIDE COLLECTION**  
**LOWER SOUTHAMPTON AND UPPER SOUTHAMPTON**

**Bid:** Curbside (not fully automated) collection of residential solid waste once a week, recyclable materials once a week, and yard waste once a week between April 1 and December 15 and once during the week of the third Monday of January for each year of the contract; and the delivery of said materials to a designated disposal facility or recycling center as set forth in this document for the SWBSWC municipalities of Upper Southampton Township and Lower Southampton Township for a contract term of 3 years with 2 – one (1) year options and alternate 5 years with 2- one (1) year options. This bid shall be based on the number of dwelling units identified in Section 1.01.

**THREE YEARS WITH TWO YEAR – ONE (1) YEAR OPTIONS**

Total Bid Price – based on 11,276 units	Annual Cost per Unit
2026_____	2026_____
2027_____	2027_____
2028_____	2028_____
Option Years	
2029_____	2029_____
2030_____	2030_____

**ALTERNATE - FIVE YEARS WITH TWO – ONE (1) YEAR OPTIONS**

Total Bid Price – based on 11,276 units	Annual Cost per Unit
2026_____	2026_____
2027_____	2027_____
2028_____	2028_____
2029_____	2029_____
2030_____	2030_____

Option Years

2031 \_\_\_\_\_

2031 \_\_\_\_\_

2032 \_\_\_\_\_

2032 \_\_\_\_\_

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

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

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

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

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

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

**PROPOSAL BID FORM**  
**OPTION 1-B- CURBSIDE COLLECTION**  
**UPPER SOUTHAMPTON ONLY**

**Bid:** Curbside collection (not fully automated) of residential solid waste once a week, recyclable materials once a week, and yard waste once a week between April 1 and December 15 and once during the week of the third Monday of January for each year of the contract; and the delivery of said materials to a designated disposal facility or recycling center as set forth in this document for the SWBSWC municipality of Upper Southampton Township for a contract term of 3 years with 2 – one (1) year options alternate 5 years with 2- one (1) year options. This bid shall be based on the number of dwelling units identified in Section 1.01.

**THREE YEARS WITH TWO YEAR – ONE (1) YEAR OPTIONS**

Total Bid Price – based on 5,287 units	Annual Cost per Unit
2026_____	2026_____
2027_____	2027_____
2028_____	2028_____
Option Years	
2029_____	2029_____
2030_____	2030_____

**ALTERNTE - FIVE YEARS WITH TWO – ONE (1) YEAR OPTIONS**

Total Bid Price – based on 5,287 units	Annual Cost per Unit
2026_____	2026_____
2027_____	2027_____
2028_____	2028_____
2029_____	2029_____
2030_____	2030_____



Option Years

2031\_\_\_\_\_

2031\_\_\_\_\_

2032\_\_\_\_\_

2032\_\_\_\_\_

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

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

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

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

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

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

**PROPOSAL BID FORM**  
**OPTION 1-C- CURBSIDE COLLECTION**  
**LOWER SOUTHAMPTON ONLY**

**Bid:** Curbside collection (not fully automated) of residential solid waste once a week, recyclable materials once a week, and yard waste once a week between April 1 and December 15 and once during the week of the third Monday of January for each year of the contract; and the delivery of said materials to a designated disposal facility or recycling center as set forth in this document for the SWBSWC municipality of Lower Southampton Township for a contract term of 3 years with 2 – one (1) year options and alternate 5 years with 2- one (1) year options. This bid shall be based on the number of dwelling units identified in Section 1.01.

**THREE YEARS WITH TWO ONE (1) YEAR OPTIONS**

Total Bid Price – based on 6,088 units	Annual Cost per Unit
2026_____	2026_____
2027_____	2027_____
2028_____	2028_____
Option Years	Option Years
2029_____	2029_____
2030_____	2030_____

**ALTERNATE - FIVE YEARS WITH TWO – ONE (1) YEAR OPTIONS**

Total Bid Price – based on 6,088 units	Annual Cost per Unit
2026_____	2026_____
2027_____	2027_____
2028_____	2028_____
2029_____	2029_____
2030_____	2030_____

Option Years

2031\_\_\_\_\_

2032\_\_\_\_\_

Option years

2031\_\_\_\_\_

2032\_\_\_\_\_

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

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

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

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

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

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

**PROPOSAL BID FORM**  
**OPTION 2-A – FULLY AUTOMATED**  
**LOWER SOUTHAMPTON AND UPPER SOUTHAMPTON**

**Bid:** The fully automated curbside collection of residential solid waste once a week, recyclable materials once a week, and yard waste once a week between April 1 and December 15 and once during the week of the third Monday of January for each year of the contract; and the delivery of said materials to a designated disposal facility or recycling center as set forth in this document for the SWBSWC municipality of Lower Southampton and Upper Southampton Township for a contract term of 3 years with 2 – one (1) year options and alternate 5 years with 2- one (1) year options.

Contractor shall supply and deliver a 96-gallon wheeled solid waste container to each dwelling unit. The container shall conform to all industry standards and be in a color approved by SWBSWC or the respective township. Each container shall bear the name of the respective township. This bid shall be based on the number of dwelling units identified in Section 1.01.

**THREE YEARS WITH TWO – ONE (1) YEAR OPTIONS**

Total Bid Price – based on 11,276 units	Annual Cost per Unit
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2026_____	2026_____
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2027_____	2027_____
-----------	-----------

2028_____	2028_____
-----------	-----------

Option Years

2029_____	2029_____
-----------	-----------

2030_____	2030_____
-----------	-----------

ALTERNATE - FIVE YEARS WITH TWO- ONE (1) YEAR OPTIONS

Total Bid Price – based on 11,276 units

Annual Cost per Unit

2026\_\_\_\_\_

2026\_\_\_\_\_

2027\_\_\_\_\_

2027\_\_\_\_\_

2028\_\_\_\_\_

2028\_\_\_\_\_

2029\_\_\_\_\_

2029\_\_\_\_\_

2030\_\_\_\_\_

2030\_\_\_\_\_

Option Years

2031\_\_\_\_\_

2031\_\_\_\_\_

2032\_\_\_\_\_

2032\_\_\_\_\_

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

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

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

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

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

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

**PROPOSAL BID FORM**  
**OPTION 2-B – FULLY AUTOMATED**  
**UPPER SOUTHAMPTON ONLY**

**Bid:** The fully automated curbside collection of residential solid waste once a week, recyclable materials once a week, and yard waste once a week between April 1 and December 15 and once during the week of the third Monday of January for each year of the contract; and the delivery of said materials to a designated disposal facility or recycling center as set forth in this document for the SWBSC municipality of Upper Southampton Township for a contract term of 3 years with 2 – one (1) year options and alternate 5 years with 2- one (1) year options.

Contractor shall supply and deliver a 96-gallon wheeled solid waste container to each dwelling unit. The container shall conform to all industry standards and be in a color approved by SWBSC or the respective township. Each container shall bear the name of the respective township. This bid shall be based on the number of dwelling units identified in Section 1.01.

**THREE YEARS WITH TWO – ONE (1) YEAR OPTIONS**

Total Bid Price – based on 5,287 units	Annual Cost per Unit
2026_____	2026_____
2027_____	2027_____
2028_____	2028_____
Option Years	
2029_____	2029_____
2030_____	2030_____

FIVE YEARS WITH TWO- ONE (1) YEAR OPTIONS

Total Bid Price – based on 5,287 units

Annual Cost per Unit

2026\_\_\_\_\_

2026\_\_\_\_\_

2027\_\_\_\_\_

2027\_\_\_\_\_

2028\_\_\_\_\_

2028\_\_\_\_\_

2029\_\_\_\_\_

2029\_\_\_\_\_

2030\_\_\_\_\_

2030\_\_\_\_\_

Option Years

2031\_\_\_\_\_

2031\_\_\_\_\_

2032\_\_\_\_\_

2032\_\_\_\_\_

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

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

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

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

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

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

**PROPOSAL BID FORM**  
**OPTION 2-C – FULLY AUTOMATED**  
**LOWER SOUTHAMPTON ONLY**

**Bid:** The fully automated curbside collection of residential solid waste once a week, recyclable materials once a week, and yard waste once a week between April 1 and December 15 and once during the week of the third Monday of January for each year of the contract; and the delivery of said materials to a designated disposal facility or recycling center as set forth in this document for the SWBSCW municipality of Lower Southampton Township for a contract term of 3 years with 2 – one (1) year options and alternate 5 years with 2- one (1) year options.

Contractor shall supply and deliver a 96-gallon wheeled solid waste container to each dwelling unit. The container shall conform to all industry standards and be in a color approved by SWBSCW or the respective township. Each container shall bear the name of the respective township. This bid shall be based on the number of dwelling units identified in Section 1.01.

**THREE YEARS WITH TWO – ONE (1) YEAR OPTIONS**

Total Bid Price – based on 6,088 units	Annual Cost per Unit
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2026 _____	2026 _____
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2027 _____	2027 _____
------------	------------

2028 _____	2028 _____
------------	------------

Option Years

2029 _____	2029 _____
------------	------------

2030 _____	2030 _____
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ALTERNATE - FIVE YEARS WITH TWO- ONE (1) YEAR OPTIONS

Total Bid Price – based on 6,088 units

Annual Cost per Unit

2026\_\_\_\_\_

2026\_\_\_\_\_

2027\_\_\_\_\_

2027\_\_\_\_\_

2028\_\_\_\_\_

2028\_\_\_\_\_

2029\_\_\_\_\_

2029\_\_\_\_\_

2030\_\_\_\_\_

2030\_\_\_\_\_

Option Years

2031\_\_\_\_\_

2031\_\_\_\_\_

2032\_\_\_\_\_

2032\_\_\_\_\_

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

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**PROPOSAL BID FORM**  
**ROLL-OFF**

**Roll-off container unit price** - Unit price for a 20 or 30 cubic yard roll off container.

20-cubic-yard container

30-cubic-yard container

**THREE YEARS WITH TWO – ONE (1) YEAR OPTIONS**

20-cubic-yard container

30-cubic-yard container

2026 \_\_\_\_\_

2026 \_\_\_\_\_

2027 \_\_\_\_\_

2027 \_\_\_\_\_

2028 \_\_\_\_\_

2028 \_\_\_\_\_

Option Years

2029 \_\_\_\_\_

2029 \_\_\_\_\_

2030 \_\_\_\_\_

2030 \_\_\_\_\_

**ALTERNATE - FIVE YEARS WITH TWO- ONE (1) YEAR OPTIONS**

20-cubic-yard container

30-cubic-yard container

2026 \_\_\_\_\_

2026 \_\_\_\_\_

2027 \_\_\_\_\_

2027 \_\_\_\_\_

2028 \_\_\_\_\_

2028 \_\_\_\_\_

2029 \_\_\_\_\_

2029 \_\_\_\_\_

2030 \_\_\_\_\_

2030 \_\_\_\_\_

Option Years

2031 \_\_\_\_\_

2031 \_\_\_\_\_

2032 \_\_\_\_\_

2032 \_\_\_\_\_

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

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

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

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

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

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

**EXHIBIT C**

**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 and that the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and 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.

\_\_\_\_\_  
(Affiant)

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
(Notary Public)

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

SEAL

EXHIBIT D

**NON-COLLUSION-AFFIDAVIT**

STATE OF )

SS:

COUNTY OF )

I, \_\_\_\_\_, being duly sworn, depose and say that I am  
(Affiant)

\_\_\_\_\_  
(sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_  
(Bidder's name)

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

\_\_\_\_\_  
(Affiant)

Sworn and subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
(Notary Public)

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

(Seal)

## EXHIBIT E

### BIDDER'S QUESTIONNAIRE

This questionnaire must be completed in its entirety by all bidders. Additional sheets may be attached to the bid if necessary. Failure to complete this form will result in dismissal of your bid.

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

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

Phone Number: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

1. What is your company's experience in the collection and disposal of MSW and recycling services? How many years have you been in business?

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2. List the principal owners, officers and directors of your company, their addresses and contact information.

If partnership, provide all names, addresses and contact information of partners.

If a corporation, provide all names, addresses and contact information of officers and directors.

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3. What similar type contracts for MSW collection and disposal does your company currently hold in Southeastern Pennsylvania? List municipality, contact name, and date and term of contracts. Attach additional sheets if necessary.

Municipality

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Municipality

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Municipality

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Municipality

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4. Is your company associated with any other companies directly and/or indirectly? Yes \_\_\_  
No \_\_\_

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5. List your company's environmental compliance record for the past ten (10) years.

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6. For each vehicle that you propose to use in providing collection services within the community under this contract, please provide the following information: name(s) of body manufacturer, year(s) manufactured, and capacity(ies).

	<b>Year and Chassis</b>	<b>Body and Capacity</b>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

7. Have you failed at any time to complete a collection contract? If so, indicate which community and under what circumstances?

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8. Did you or your organization or any partners or officers thereof, when the lowest bidder on a municipal collection contract, withdraw your, his or its bid? Yes \_\_\_ No \_\_\_. If so, explain why?

9. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a municipal collection contract, attempt to sell such bid? Yes \_\_\_ No \_\_\_. If so, explain why.



10. Have you or your organization or any partners or officers thereof been a party to any lawsuits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? Yes \_\_\_ No \_\_\_. If so, give details and disposition of the matter.

11. Have you ever been sued as a defendant in a class action related to the collection and/or disposal of MSW or the collection and/or processing of recyclable materials? If yes, provide date(s) and caption(s) of the lawsuit(s), within the term and number and the status and/or final disposition of any suit.

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## 12. Operation Plan

Each Bidder shall submit with its Bid a comprehensive operational plan. This plan must include detailed information as follows:

- a. Resumes of the staff involved with the collection
- b. Trucks that will be utilized and copies and registrations and Act 90 DEP Waste Transporter Licenses
- c. Staffing of vehicles
- d. Supervision of routes
- e. Customer Service Program
- f. Collection Safety Program
- g. Emergency Spill Remediation Procedure

13. Indicate the local telephone number for your office which will be available to receive services calls from both the residents of the Township and Township officials.

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14. Are there any unsatisfied judgements recorded against you, your organization, or any partners or officers thereto? If so, give details, including the name and address of each judgement creditor and the amount of each judgement.

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15. Attach a sample flyer that would be sent out to all units at the start of the Contract.

General Remarks

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As a representative of the bidder, I hereby state that all information contained in this questionnaire is true and correct.

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

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

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

Printed Name: \_\_\_\_\_

**EXHIBIT F**

**VEHICLE DEDICATION AFFIDAVIT**  
**SWBSWC SOLID WASTE, RECYCLING AND YARD WASTE COLLECTION CONTRACT**

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF BUCKS :

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Name of Affiant) (Identify Relationship to Bidder)  
  
of \_\_\_\_\_  
(Name of Bidder)

and being duly sworn, I depose and say:

At all times during the performance of the collection contract, the undersigned agrees to commit, for use only in the SWBSWC, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. It is further warranted that in the event that dedication of vehicles for use only in the SWBSWC is not feasible, that the SWBSWC will not be responsible for disposal costs for waste generated outside the SWBSWC.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the SWBSWC to damages arising there from.

All statements contained in this affidavit are true and correct and made with full knowledge that the SWBSWC municipalities rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

Name of Firm or Individual	Title
Signature	Date

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

## EXHIBIT G

### AFFIRMATIVE ACTION AFFIDAVIT

I, \_\_\_\_\_, being duly sworn, depose and say that I reside  
(Name of Affiant)  
at \_\_\_\_\_, 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 an  
(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 insure that  
(Name of Bidder)  
all applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
3. \_\_\_\_\_ will in all solicitations or advertisements for  
(Name of 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, or sex.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Name of Company)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20.

My commission expires \_\_\_\_\_  
(Notary Public in and for County)

**Exhibit "H"**

**TRASH COLLECTION AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and among **LOWER SOUTHAMPTON TOWNSHIP** and **UPPER SOUTHAMPTON TOWNSHIP**, all of which are body politics situate in Bucks County, Pennsylvania, (hereinafter collectively called the "Municipalities"); and \_\_\_\_\_ (hereinafter called "Collector").

**SUMMARY:**

A. The Municipalities have entered into an Inter-Municipal Agreement concerning recycling and management of municipal solid waste. For purposes of this Agreement, Upper Southampton Township is the lead agency.

B. Specifications for Residential Solid Waste and Recyclable Materials Collection in the SWBSWC Municipalities were approved by the Municipalities and are entitled "Specifications for Residential Solid Waste and Recyclable Materials Collection in the Southwestern Bucks Solid Waste Committee Municipalities" (hereinafter "Specifications"), a copy of which is attached hereto as Exhibit "A", and incorporated hereby by reference. The Specifications were made available to interested parties for the purpose of obtaining firm bids for the performance of the services contemplated by the SWBSWC Municipalities.

C. Collector responded with an acceptable bid which has caused the parties to be desirous of setting out the terms of the contract for the performance of the contemplated service.

In consideration of the exchange of covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties do hereby agree as follows:

**I. GENERAL PROVISIONS**

1.1 The terms of the Summary above are true and correct, form an integral part of this Agreement and are fully incorporated herein by reference. Collector agrees to provide and perform all of the services specified in the General Specifications and Specific Specifications set forth in the Bid Document titled "SPECIFICATIONS FOR RESIDENTIAL SOLID WASTE AND

RECYCLABLE MATERIALS COLLECTION IN THE SOUTHWESTERN BUCKS SOLID WASTE COMMITTEE MUNICIPALITIES FOR YEARS 2026 THROUGH 2028 WITH TWO (2) – ONE (1) YEAR OPTIONS (OR FOR YEARS 2026 THROUGH 2030 WITH TWO (2) – ONE (1) YEAR OPTIONS “(hereafter “Specifications”) In the event of any conflict between the language contained in the Inter-Municipal Agreement and the Specifications, the language in the Specifications shall control.

1.2 Notwithstanding the provisions of 1.1, if any provision of any of the documents shall be held to be unenforceable or unconstitutional, such provisions shall be deemed to be stricken from such document even if the result is to re-establish the language contained in another document (provided it is not also unenforceable or unconstitutional) which would have been overridden by the provision contained in Section 1.1.

1.3 The terms of this Agreement may only be amended, modified or supplemented in writing and duly signed by all parties. This Agreement may be simultaneously executed in several identical counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

## **II. SERVICES TO BE PERFORMED**

2.1 Collector does hereby covenant and agree that it will perform all the services and carry out each and every act identified by the Specifications in a timely and workmanlike manner, employing competent workers to do so (hereafter “Services”).

2.2 Collector shall take all reasonable steps to be responsive to complaints brought to its attention by the appropriate personnel of each of the Municipalities in accordance with the Specifications.

2.3 Collector acknowledges that it, its employees and agents in the performance of the services, are responsible for the careful handling of property belonging to each Resident. This property includes, but is not limited to, the containers used by each Resident to store refuse, which containers are handled by the Collector’s agents and employees. Collector and its agents and employees shall be jointly and severally liable for all

damages done to Resident properties including, but not limited to, refuse containers. Collector must perform services in a manner that minimizes damage to Resident properties, noise, and traffic congestion.

### **III. PAYMENT**

3.1 Each of the Municipalities shall be responsible for the payment, in a timely fashion, of its respective share of the cost related to the performance of the services as set forth in the Specifications. Adjustment in payments resulting from changes to the number of residences to be serviced shall apply on the basis of each of the Municipalities in accordance with the Specifications.

3.2 In the event one of the Municipalities shall for any reason be late in payment of its portion of the contract price, or shall withhold payment or fail to pay Collector for any reason, the Collector shall not be relieved from providing all of its services and performing all of its commitments to the remaining Municipalities.

### **IV. DISPUTES**

4.1 Any disputes shall be discussed as soon as possible in order to effectuate a satisfactory resolution thereto. In the event that the dispute cannot be resolved satisfactorily, the jurisdiction and venue for dispute resolution shall be the Court of Common Pleas of Bucks County, Pennsylvania.

### **V. TERM OF AGREEMENT**

5.1 The term of this Agreement shall be for three (3) years (commencing January 1, 2026 with two (2) – one (1) year options and terminating at 11:59 pm on December 31, 2028.) or for five (5) years (commencing on January 1, 2026 and terminating at 11:50 p.m. on December 31, 2030 with two (2)- one (1) year options).

5.2 The Municipalities shall have the sole right to exercise the option years by providing Collector with 180 days prior written notice.

5.3 Each of the Municipalities warrant that appropriate ordinances related to the establishment of the Inter-Municipal Agreement were duly adopted and authorized each to enter into this Agreement with Collector.

## **VI. UNAUTHORIZED COLLECTIONS**

6.1 The Collector and/or any employee of the Collector are specifically prohibited from concluding any private arrangements with any Resident within the Municipalities for the collection of any solid waste without the written consent of the Municipality wherein the Resident is located.

6.2 Evidence of any unauthorized collections as described in Section 6.1 above shall be at the sole discretion of the Municipalities, construed as a breach of contract and subject to any and all appropriate penalties.

## **VII. INDEMNIFICATION, LIABILITIES AND DAMAGES**

7.1 Collector 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, counter-claims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgment, debts, expenses or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of Collector 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 Collector.

7.2 The Collector shall maintain insurance as required by the Specifications.



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

**TOWNSHIP OF UPPER SOUTHAMPTON**

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

BY: \_\_\_\_\_  
Chairperson

**TOWNSHIP OF LOWER SOUTHAMPTON**

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

BY: \_\_\_\_\_  
Chairperson

**CONTRACTOR**

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

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