

BOROUGH OF NORTHAMPTON
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REQUEST FOR PROPOSALS

**SPECIFICATIONS FOR REFUSE COLLECTION
AND DISPOSAL FROM RESIDENTIAL UNITS
WITH COLLECTION, PROCESSING, AND
MARKETING OF RECYCLABLES**

Issued: August 27, 2025

Deadline for Submissions: Tuesday, September 30, 2025

SECTION 1 – BIDDING PROCEDURE

1.1 Purpose.

The Borough of Northampton (hereinafter “Borough”), a municipal corporation with its principal offices located at 1401 Laubach Avenue in Northampton, Pennsylvania, by this Request for Proposals (“RFP”) is soliciting competitive sealed proposals (each a “proposal”) from professional firms (each a “Bidder”) interested in providing refuse collection and disposal services and collection, processing, and marketing of recyclables from the residents of the Borough (inclusive of all required tasks, deliverables and products, collectively referred to herein as “Services” or “work”). If the Borough elects to make an award to a Bidder in connection with the Services, the Proposed Form of Contract and General Conditions appended hereto as “Attachment A,” together with this RFP and all documents incorporated therein by reference, shall form the entire agreement (“Contract”) between the Borough and the successful Bidder.

BIDDERS MAY SUBMIT BIDS FOR:

**(1) WEEKLY COLLECTION OF REFUSE AND RECYCLABLES; OR
(2) FOR WEEKLY COLLECTION OF REFUSE AND BI-WEEKLY
COLLECTION OF RECYCLABLES, AND MAY SUBMIT BIDS
FOR TERMS OF:**

- **THREE (3) YEARS; OR**
- **FIVE (5) YEARS.**

BIDDERS MAY SUBMIT MULTIPLE BIDS PURSUANT TO THESE PARAMETERS.

1.2 Examination of Contract Documents and Site.

Prior to submitting a Bid, each Bidder shall (a) thoroughly examine the Contract and related documents; (b) visit the Borough to assess local conditions that may, in any manner, affect the cost, progress, or performance of the Services; (c) be familiar with Federal, State, and local laws, ordinances, rules, and regulations that may, in any manner, affect the cost, progress, or performance of the Services; and (d) account for any factors arising from the foregoing in their Bid submission.

The submission of a Bid shall constitute an irrefutable representation by the Bidder that the Bidder has complied with all requirements of Article 1.2, and that the Bidder clearly understands and accepts the scope, terms, and conditions of the Services as set forth herein, and in the Contract and related documents attached hereto.

Bidders shall carefully review this RFP for defects, inconsistencies, or ambiguities. Comments or questions concerning defects, inconsistencies, or ambiguities must be made in writing and received by the RFP's point of contact not less than ten (10) business days prior to the Proposal Deadline, or such other time as may be specified at § 1.18 herein, to allow for the issuance of any necessary addenda.

This RFP cannot be modified except by written addenda issued by the Borough, at its sole discretion. *If an addendum is issued, it will be published and a copy provided to all parties who requested and received a copy of the RFP from the Borough.*

1.3 Bid Form.

All bids must be submitted in conformity with the requirements of this RFP, these Specifications, the Contract, and the documents appended thereto or incorporated therein. Accordingly, all bids must be submitted on the Bid Forms furnished by the Borough.

Bid Forms shall be submitted in a sealed envelope, which shall be clearly marked "PROPOSAL FOR REFUSE COLLECTION AND DISPOSAL FROM RESIDENTIAL UNITS, AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES," so as to safeguard against the same being opened prior to the time set therefor.

Bid Forms must be typed or completed in ink. Itemized bid prices must be stated in words and numerals. In the case of a conflict, words will prevail.

Bids submitted on behalf of a corporation shall be executed in the corporate name by the President, Vice-President, or other corporate officer, upon proof of authority to sign, and the corporate seal shall be affixed and attested to by the Borough Manager or their designee. The corporate address shall appear below the signature of the executing officer.

Bids by partnerships must be executed in the name of the partnership and executed by a managing partner or other authorized signatory, upon proof of authority to sign.

The names and titles of all signatories shall be typed or printed below their signature, and the address and telephone number to which communications regarding bid submissions should be made shall also be typed or printed thereon.

1.4 Bid Pricing.

Bid pricing shall include all labor, equipment, materials, permits, fees, licenses, and all other direct and indirect costs necessary to provide the Services in full compliance with applicable laws and regulations. Any discounts offered for early payment shall be set forth in the proposal. The Borough is exempt from State and Federal taxes. The bid price must be net exclusive of taxes. The Successful Bidder may claim no exemption for the purchase of materials, supplies, equipment, or parts necessary to satisfy bid requirements.

1.5 Transmittal Letter.

Proposals shall include a brief letter providing the Bidder's legal name, principal business address, telephone, and fax number, and the name, title, telephone number, fax number, and email address of the Bidder's authorized representative. The transmittal letter shall also include an acknowledgement of each RFP addendum received (if applicable), a statement that the Proposal is valid for sixty (60) days from the Proposal opening date, and confirmation that the signatory has legal authority to bind the Bidder.

1.6 Business Certification.

Each Proposal shall include a Business Certification form, which shall provide all requested information, including but not limited to:

- The number of years the Bidder has been in business;
- The type of organization of the Bidder (i.e. Corporation, Partnership, Sole Proprietorship); and
- The name and title of each of the Bidder's officers.

1.7 Conflicts of Interest.

Each Proposal shall include an Affidavit of Non-Collusion, sworn under penalty of perjury, indicating whether any principals of the Bidder, their spouse, child, or immediate family member is employed by the Borough or serves as a Borough official, and disclosing any actual or potential conflicts of interest as defined by the Pennsylvania Public Official and Employee Ethics Act, 65 Pa. C.S.A. §§ 1101-1113.

To preserve the integrity of Borough employees and elected officials and to maintain public confidence in the RFP process, the Borough prohibits the solicitation or acceptance of anything of value by a Borough employee or elected official from any person seeking to initiate or maintain a business relationship with the Borough or any of its departments, boards, commissions, or agencies. Bidders shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the Borough or their designees. Nor shall any Bidder favor any employee, elected official of the Borough or their designees with gifts or entertainment of significant cost or value, or with goods or services sold at less than full market value.

The Borough reserves the right to disqualify a Bidder or cancel a Contract award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation thereof. The Borough's determination regarding any question of conflict of interest shall be final.

- 1.8** Each Bidder shall complete and submit a Non-Discrimination Statement certifying that it will not discriminate against any employee or applicant for employment because of race, color, age, veteran status, disability, family status, religion, gender, or national origin and that it will ensure that eligible applicants for employment are employed, and that during employment, employees are treated, without regard to their race, color, age, veteran status, disability, family status, religion, gender, or national origin.

1.9 Insurance.

Each Bidder must provide with its Proposal a sample certificate of insurance from an insurer authorized to do business in Pennsylvania evidencing, at minimum, the types and amounts of insurance set forth in the Proposed Form of Contract and General Conditions. The certificate must name the

Borough as an additional insured and provide for 30 days' written notice of cancellation.

1.10 Counter-Terms.

At the time of their Bid, the Bidder shall specify any exceptions or objections taken to this RFP or the Proposed Form of Contract and General Conditions appended hereto as Attachment A. Each provision the Bidder takes exception to shall be specifically identified (including a citation to the paragraph such provision is found) as shall the Bidder's suggested modification. It is understood that the Bidder takes no exception to the provisions of the RFP and form of Contract not specifically identified as an exception or objection in this section of its proposal.

1.11 Alternative Proposals.

Bidders shall review the Scope of Services outlined in the Contract and the various task requirements called for by the Specifications. If the Bidder believes that there are alternate methods for meeting any of the RFP requirements different than those envisioned by the Borough, the Bidder should detail these and submit them as a separate section within the Proposal.

1.12 Bid Security.

Every Bid shall be accompanied by a Bid Security in an amount equal to ten percent (10%) of the Proposal amount, issued by a surety company authorized to do business in Pennsylvania, which at the option of the Bidder, may be by certified check, bank draft, or bid bond. Cash deposits will not be accepted. Certified checks and bank drafts shall be made payable to the order of the "Borough of Northampton." Such security will be forfeited to the Borough in the event that the Successful Bidder fails to enter into a written Contract with the Borough in accordance with the proposal, as accepted by the Borough, within twenty (20) days after the award. The security of unsuccessful bidders will be returned within fifteen (15) days of the award.

1.13 Non-Discrimination by Borough.

No bidder who satisfies all requisites herein shall be discriminated against in the consideration of its bid because of race, color, age, veteran status, disability, family status, religion, gender, gender identity or expression, sexual orientation, national origin, or any other characteristic protected by applicable federal, state, or local law.

1.14 Submission of Bids.

All proposals must be received by the Borough no later than 4:00 p.m. on Tuesday, September 30, 2025 (hereinafter “Proposal Deadline”). **Proposals received after the Proposal Deadline will not be considered.** Proposals may be mailed to: Brian Welsko, Borough Manager, 1401 Laubach Avenue, Northampton, Pennsylvania, 18067, or hand-delivered to the Borough Office at said address between 9:00 a.m. and 4:00 p.m. The Borough is not responsible for bids submitted by mail that are not received by the deadline, regardless of postmark date.

1.15 Qualification to Do Business.

Each Bid shall contain evidence of the Bidder’s qualification to do business in the Commonwealth of Pennsylvania. Further, each Bidder must be prepared to submit additional financial data, record of prior work experience, statements of present commitments, and record of available personnel and equipment within five (5) business days of request by the Borough.

1.16 Preparation Costs.

The Borough will not be responsible for any costs associated with the preparation, submittal, or presentation of any Proposal. If the Borough rejects a Proposal or does not award a Contract to any particular Bidder, the Bidder agrees that it will not levy any claim for unjust enrichment against the Borough, nor will it seek to recover lost or expected profits or Proposal preparation costs.

1.17 Reservation of Rights.

The Borough reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:

1. To reject all Proposals and re-issue the RFP at any time prior to execution of a Contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
2. To reject any Proposal if, in the Borough's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Bidder does not meet the qualification requirements set forth herein, or it is otherwise in the best interest of the Borough to reject the Proposal.
3. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the opening of bids.
4. To accept or reject any or all of the terms of any Proposal and award the Contract for the whole or only a part of any Proposal if the Borough determines, in its sole discretion, that it is in the Borough's best interest to do so.
5. To reject the Proposal of any Bidder that, in the Borough's sole judgment, has been delinquent or unfaithful in the performance of any contract with the borough, is deemed financially or technically incapable, or is otherwise deemed not to be a responsible Bidder.
6. To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the Borough's sole judgment, material to a Proposal.
7. To permit or reject, at the Borough's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals in accordance with the terms of this RFP.

8. To request that one or more of the Bidders modify their Proposals or provide additional information.
 9. To request additional or clarifying information from any Bidder at any time, including information inadvertently omitted by a Bidder.
 10. To require, at its sole discretion, that Bidders appear for interviews and/or presentations of their Proposals at Borough offices.
 11. To conduct such investigations as the Borough considers necessary and appropriate with respect to the qualification of any Bidder or with respect to the information contained in any Proposal.
- 1.18 RFP Timeline.** The following is the Borough's estimated timeline for the RFP Process:

Issue Request for Proposals	August 27, 2025
Cutoff for Submission of Written Questions	September 19, 2025
Deadline for Submission of Proposals	September 30, 2025
Opening of Submitted Proposals	October 2, 2025
Borough's Review of Proposals	October 3 – November 5, 2025
Interview Firms (at option of Borough)	October 3 – November 5, 2025
Issue Notice of Contract Award	November 6, 2025
Commencement of Work	January 2026

SECTION 2 – BID SUBMISSION AND ACCEPTANCE

2.1 Public Information/Confidentiality of Proprietary Information.

Upon submission, all Proposals and accompanying materials become the property of the Borough and may be returned only at the Borough's option. Information contained in the Proposals will be kept confidential during the Bid evaluation process to the extent permitted by Pennsylvania's Right-to-Know Law. Thereafter, all Proposals become public information subject to disclosure upon request, pursuant to the procedures set forth in Pennsylvania's Right-to-Know Law at 65 P.S. §§ 67.101-67.3104, except for information qualifying as exempt under Section 708 of the Law.

Trade secrets and other proprietary information contained in Proposals may remain confidential. The Bidder shall clearly identify any confidential

information in their proposal and shall make a written request of the Borough to safeguard such information as confidential. Upon consideration of such request, the Borough shall respond to the Bidder in writing. Information shall be held in confidence only upon the Borough's written agreement to do so.

2.2 Amendments to Submitted, Unopened Proposals.

Any Bidder wishing to amend or withdraw a proposal may do so by written request to the Borough, received prior to the Proposal Deadline. No amendments or withdrawals will be accepted after the Proposal Deadline unless made in response to a request by the Borough.

2.3 Opening of Bids.

Proposals will be opened at a public meeting of the Northampton Borough Council to be held at 7:00 p.m. on Thursday, October 2, 2025, at Borough Hall, 1401 Laubach Avenue, Northampton, Pennsylvania, 18067. All Bidders are encouraged to be present.

2.4 Bid Consideration Period.

Bids shall remain effective for sixty (60) days after opening. The Borough, at its sole discretion, may release any Bid and return the security at any time between the opening of Bids and the expiration of the sixty (60) day consideration period.

SECTION 3- BIDDER SELECTION

3.1 Communication with Bidders.

During the review and evaluation of Proposals submitted in response to this RFP, Bidders shall communicate with the Borough only through the Borough Secretary and only in response to Borough inquiries. Any unauthorized communication with Borough officials or employees may result in disqualification.

3.2 Bid Evaluation.

Proposals will be evaluated against the Bidder's ability and competency in the performance of the required Service as indicated by: (1) experience, (2) possession of requisite certifications, permits, and licenses, (3) past performance, (4) compliance with the requirements of the RFP, (5) the proposed bid price, and (6) any other criteria which the Borough may, in accordance with Pennsylvania law governing municipal contracts, deem relevant to the selection of the Lowest Responsible Bidder.

3.3 Bidder Interviews.

The Borough may, in its sole discretion, elect to conduct interviews with one or more Bidders. Interviews may be conducted to clarify and assure the Bidder's full understanding of, responsiveness to, and acceptance of the solicitation requirements. An individual with the authority to bind the Bidder must attend any interview.

3.4 Award of Contract.

If the Borough elects to award the Contract pursuant to this RFP, it shall award the Contract to the lowest responsible and responsive Bidder as defined by Pennsylvania municipal contracting law, whose Proposal meets all material RFP requirements and provides the best overall value to the Borough based on the evaluation criteria specified in Section 3.2.

SECTION 4 – SUCCESSFUL BIDDER REQUIREMENTS

4.1 Permits and License.

The Successful Bidder (hereinafter "Contractor") shall procure and maintain all permits and licenses, pay all charges and fees associated therewith, and give all notices required for the performance of the Services.

4.2 Performance Bond.

Within twenty (20) days of award, the Contractor shall furnish an acceptable performance bond with surety in the amount of One Hundred Percent (100%) of the Contract price, issued by a surety company authorized by the Pennsylvania Insurance Department to transact business in the

Commonwealth. The surety company shall be legally authorized to do business in the Commonwealth of Pennsylvania, it shall furnish a performance bond for the full amount of the Contract, and such bond shall comply in all respects with all laws applicable to the award of contracts by Boroughs. All bonds signed by an agent must be accompanied by a certified statement of authority to act by the consent of the surety.

4.3 Status.

The Contractor shall have the status of an Independent Contractor in relation to the Borough.

4.4 Hold Harmless Provisions.

The Contractor shall safeguard against any and all injury or damage to persons, public property, private property, materials and things, and shall be responsible for any and all damage, loss, or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of Services under the Contract or otherwise associated therewith, to the extent permitted by Pennsylvania law, and the Contractor shall keep the Borough free and discharged of any and all responsibility and/or liability of any kind. The Contractor shall assume all responsibility for all risks and casualties of every kind, for any and all damage, loss, or injury to person or property arising out of Services under the Contract or otherwise associated therewith, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local law, regulation, or ordinance. The Contractor shall indemnify and save the Borough harmless from all suits or actions at law or any kind whatsoever in connection with Services under the Contract or otherwise associated therewith and shall, if required by the Borough, produce evidence of the settlement of any and all such actions before final payment shall be made by the Borough under the contract. The Contractor's Liability Insurance Certificate shall include a hold harmless clause meeting these specifications.

4.5 Insurance Certificates.

Prior to the commencement of the Services outlined in the Contract, Contractor shall furnish the Borough with insurance certificates of adequate limits, as further described in the Bid Specifications, to protect the Borough,

its agents, and employees from liability of any matter or litigation of any kind arising from the Contractor's performance of the Services under the Contract, including but not limited to matters involving Worker's Compensation, Public Liability, or Property Damage.

Any and all subcontractors must furnish copies of their liability insurance and Worker's Compensation insurance certificates to the Borough prior to commencing work. Such certificates must maintain minimum coverage limits as specified in the Bid Specifications and remain valid throughout the contract term. No Contractor or subcontractor shall perform any Services under this contract until such certificates are submitted to and approved in writing by the Borough.

All insurance policies shall be held with companies having an A.M. Best rating of "A-" or better, licensed to do business in Pennsylvania, and listed on the Pennsylvania Insurance Department's approved insurers list.

4.6 Hiring and Employment.

During the term of the Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment who is otherwise capable of performing job responsibilities, with or without accommodation, because of race, color, age, veteran status, disability, family status, religion, gender, gender identity or expression, sexual orientation, national origin, or any other classification protected by applicable federal, state, or local law. The Contractor will make sure that applicants are employed, and that employees are treated without regard to race, color, age, veteran status, disability, family status, religion, gender, or national origin. Such action shall include but may not be limited to: employment, promotion, demotion, transfer, recruitment efforts, lay-off, termination, rate of pay or other compensation. In the event of Contractor's noncompliance with the foregoing, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be deemed ineligible for further Borough contracts.

4.7 Alterations to Scope of Services.

Any alterations or modifications of the work to be performed under this Contract shall be made only by written agreement between authorized

representatives of the Contractor and the Borough, shall specify any cost adjustments, and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless permitted in writing.

4.8 Subcontracts.

Absent written approval of the Borough, the Contractor shall not subcontract any work under the Contract. Any Subcontractor approved by the Borough shall be bound by all conditions of the Contract between Contractor and the Borough, and the Contractor shall incorporate all relevant Contract terms into its subcontracts. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders and directives will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

4.9 Permits, Licenses and Taxes.

The Contractor shall, at its expense, pay all fees and procure and maintain all licenses, permits, and approvals required by applicable federal, state, and local authorities necessary to conduct the work required under the Contract. Copies of all permits and licenses shall be provided to the Borough prior to commencement of work.

4.10 Observance of Laws, Ordinances, Rules and Regulations.

At all times during the term of this Contract, the Contractor shall observe and abide by all Federal, State and Local laws, ordinances, rules and regulations which bear in any way on its business and shall comply with all decrees and orders of courts of competent jurisdiction. Further, the Contractor shall fully comply with any and all State and/or Federal laws, rules, and regulations as they relate to hiring, wages, and conditions of employment, including but not limited to the Pennsylvania Wage Payment and Collection Law, Pennsylvania Human Relations Act, and applicable federal labor laws.

SECTION 5 – THE CONTRACT

5.1 Generally.

The Contract resulting from the award of this RFP will be governed by the terms and conditions set forth in the Proposed Form of Contract and General Conditions at Attachment A hereto, which is incorporated herein by reference.

5.2 Execution of Contract.

Written notice of award to the Successful Bidder shall be accompanied by not less than three (3) unsigned counterparts to the Contract, and all other contract documents. Within seven (7) business days from the date of the notice of award, the Successful Bidder shall fully execute and return the same to the Borough. Within ten (10) business days from the date of notice of the award, the Successful Bidder shall furnish the required Performance Bond and proper evidence of insurance coverage as required under the Contract.

5.3 Content of Contract.

The Contract will incorporate this RFP, the Bidder's Proposal, and any additional terms or conditions mutually agreed upon in writing by both parties as a result of any post-award negotiations. In the event of any conflict between these documents, they shall take precedence in the following order: (1) any written modifications agreed upon during post-award negotiations, (2) the Contract, (3) this RFP, and (4) the Bidder's Proposal.

5.4 Tax-Exempt Status.

The Borough is exempt from Pennsylvania state and local sales and use taxes and shall be billed accordingly. The Borough's tax exemption certificate will be provided upon request.

5.5 Early Termination of Contract.

The Borough shall have the right to terminate the Contract or a portion thereof prior to the end of the term, upon written notice to Contractor and a reasonable opportunity to cure not less than thirty (30) days, if:

1. The Contractor materially fails to comply with the specifications of the Contract;
2. The Borough determines, in its reasonable discretion, that circumstances have arisen that make termination necessary to protect the public interest, provided that the Borough provides a written explanation of such circumstances;
3. The Contractor refuses, neglects, or fails to supply the work required under the Contract;
4. The Contractor refuses to proceed with work when and as directed by the Borough;
5. The Contractor abandons the work.