



MONTGOMERY TOWNSHIP BID SPECIFICATIONS 2025

**TOWNSHIP FACILITIES WASTE & SINGLE STREAM
RECYCLABLE MATERIALS
COLLECTION & DISPOSAL**

Bidding Instructions

Outline of Specifications

Proposal

Bid Opening: November 18, 2025 at 10:00 AM
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Montgomery Township Bid Specification 2025

NOTICE TO BIDDERS

Sealed bids will be received at the Montgomery Township Building, 1001 Stump Road, Montgomeryville, PA 18936, until 10:00 AM on Tuesday, November 18, 2025. The bids shall be publicly opened and read aloud at 10:00 AM on the same day, for the following:

TOWNSHIP FACILITIES WASTE & SINGLE STREAM RECYCLABLE MATERIALS COLLECTION & DISPOSAL

Bid Specification, Bid Proposal Response Forms and Instructions to Bidders may be obtained at the Township Building, between 8:30 AM and 4:30 PM, Monday through Friday or on the Township's website, www.montgomerytp.org.

The bid shall be accompanied by a bid deposit in the form of a Certified Check or Bid Bond, in an amount not less than ten percent (10%) of the Bid and made payable to the Montgomery Township Board of Supervisors.

The successful bidder will be required to furnish separate performance bonds with corporate surety and/or binding letter of intent issued by companies authorized to do business in the Commonwealth of Pennsylvania, as identified in the Bid Specification, to secure the faithful performance and maintenance of the Bid Specification.

The bid shall be enclosed in a sealed envelope, marked on the outside **"BID SPECIFICATION- 2025 Township Facilities Waste & Single Stream Recyclable Materials Collection and Disposal"**.

It shall be the responsibility of the bidder to thoroughly familiarize themselves with the work outlined in the Bid Specification.

The Board of Supervisors reserves the right to reject any or all bids, to waive informalities, or to take such action as it may deem to be in the best interest of the Township and as may be permitted by law.

Prior to awarding the Bid Specification, bids may be held by the Township for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the Bid Proposal Responses and investigation of bidder qualifications. During this period, no bid may be withdrawn.

Montgomery Township Bid Specification 2025

I. INSTRUCTIONS TO BIDDERS

A. Scope of Work:

The work to be performed shall consist of collection and disposal of municipal waste and single stream recyclable materials as defined herein, from facilities of Montgomery Township Montgomery County, Pennsylvania (hereinafter referred to as "Township").

B. Examination of Township:

Bidders shall inspect the Township facilities so that they make their own judgment with respect to all the circumstances affecting the cost of the services in question and the nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent, known, hidden or foreseeable.

C. Specifications and Documents:

Bidders are advised to examine carefully the Specifications and all Documents describing the proposed work and make their own independent judgment with respect to the circumstances affecting the cost of work and the performance required.

D. Scope and Area of Collection:

The award of the Bid will require the successful bidder to supply all of the labor, tools, machinery, plant and equipment, including receptacles as defined herein, and to perform all the work of collecting, removing, hauling and disposal of municipal waste and recyclable materials as required by the Bid Specification, from the following locations:

Pickup Location	Container Type	Pickup Frequency
Township Building 1001 Stump Road	6 Yd. Municipal Waste Container	2x week
Township Building 1001 Stump Rd	One 6 Yd. Recyclable Materials Container	2x week
Battalion 1 Fire Station 325 Stump Road	4 Yd. Municipal Waste Container	1x week
Battalion 1 Fire Station 325 Stump Road	One 96 Gallon Recycling Container	1x week
Battalion 2 Fire Station 441 Doylestown Pike	2 Yd. Municipal Waste Container	1x week
Battalion 2 Fire Station	One 96 Gallon Recycling Container	1x week

Montgomery Township Bid Specification 2025

441 Doylestown Pike		
Public Works Building 90 Domorah Dr.	8 Yd. Municipal Waste Container	2x week
Public Works Building 90 Domorah Dr.	One 3 Yd. Recyclable Materials Container	1x a week
Community & Recreation Center 1030 Horsham Road	3 Yd. Municipal Waste Container	2x week
Community & Recreation Center 1030 Horsham Road	Four 96 Gallon Recycling Containers	1x week
William F. Maule Park at Windlestrae 1147 Kenas Road	6 Yd. Municipal Waste Container	1x week

E. Term of Bid Specification:

The Township shall award a contract under the Bid Specification for a term commencing on January 1, 2026 and extending through December 31, 2028.

F. Conditions of Work:

Bidders must inform themselves fully of all the conditions relating to the work in question. Failure to do so will not relieve the successful bidder of their obligation to furnish and perform the work which forms the basis of this proposal, or to carry out the provisions of the contract with respect to performance of the contemplated work set forth in his bid.

Insofar as possible, the successful bidder in the execution of the work called for in this proposal shall employ such methods or means as will avoid any interruption or interference with the operation of the affairs of the Township.

It is likewise understood and required that the successful bidder shall, in the performance of the Bid Specification, employ such methods as will avoid violation of any applicable statute, ordinance or regulation of the Commonwealth of Pennsylvania or the Township.

G. Preparation of Proposals:

Each bidder shall submit a Bid Response Proposal for the entire amount of the work called for in various specifications within this Bid Specification, and the failure to conform to this requirement may result in the classification of such a bid as "irregular" and may render the same subject to rejection. The attachment of any conditions, limitation or ancillary provisions by a bidder to a Bid Response Proposal may cause a similar classification and have a similar effect.

Montgomery Township Bid Specification 2025

All Bid Response Proposals shall be submitted on the prescribed forms. All bids must be submitted in sealed envelopes bearing the name and address of the bidder on the outside. Bid Deposit or Bid Bond and Consent of Surety and/or Binding Letter of Intent must accompany the Bid Response Proposal and shall be contained in the said envelope.

THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR PARTS THEREOF, OR TO WAIVE ANY FORMALITIES THEREON.

Collection of Municipal Waste & Single Stream Recycling: The Township is desirous of receiving proposals based on the specifications contained herein for Township Facilities Collection of Waste and Single Stream Recyclable Materials and Disposal of those materials.

H. Signature of Bidders:

The firm, corporation and individual name of the bidder must be signed in ink in the space provided for the same on the proposal blank. In the case of a corporation, the title of the officer signing must be likewise stated, the seal of the corporation must be duly affixed and the corporate officer executing the document on behalf of the corporation shall attach thereto a certified copy of a resolution of the corporate board of directors indicating that officer's authority to make such a proposal and submit such bid on behalf of the corporation. In the case of a partnership, the signature of at least one of the partners must follow the firm name together with an indication that the signature is that of a partner. If some other agent of the partnership submits or executes a bid for the firm, a notarized statement signed by each of the partners shall be attached thereto indicating that the signatory is authorized to act as an agent for the partnership in this endeavor. In the case of any bids submitted by an individual, the designation "individual proprietorship" shall follow the signature in question, any trade name used by a non-corporate bidder shall be so designated and shall be indicated as having been registered or not registered under the Fictitious Names Registration Act with the Secretary of the Commonwealth of Pennsylvania and the Prothonotary of the county in Pennsylvania where so registered.

I. Bidder's Affidavit:

Each bidder shall complete and execute the affidavit, incorporated with and made part of the proposal document (Attachment "A").

J. Withdrawal of Proposal:

No proposal may be withdrawn, altered or otherwise modified after it has been duly deposited with or at the office of the Township Manager.

K. Consent of Surety and/or Binding Letter of Intent:

Each proposal shall be accompanied by a Consent of Surety and/or Binding Letter of Intent from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania; and such letter shall state that the surety therein

Montgomery Township Bid Specification 2025

mentioned agrees to furnish the required surety bond and any bond which is made a condition of the awarding of the Bid Specification and anywhere in this proposal.

L. Bid Bond:

Each proposal shall be accompanied by a Bid Bond or Certified Check, to the order of the Township, in the amount of ten percent (10%) of the Bid.

M. Return of Proposal Guarantee:

As soon as the lowest responsible bidder has been selected, the award made, and the successful bidder has executed the contract and furnished the required security for the performance of the contract, all bid bonds and checks submitted with bids shall be returned to all unsuccessful bidders.

Upon the execution and delivery of the contract and the furnishings of the required bond or security for the performance of said contract, the bid bond submitted by the successful bidder shall be returned. In case the successful bidder shall fail to execute and deliver the contract and the necessary bonds within twenty (20) days after notice from the Township to do so, the award shall be vacated and such bid bond or check shall be forfeited as liquidated damages.

N. Interpretations:

No interpretations of the meaning of the Bid Specifications or other documents will be made to any bidder. Any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be emailed to all parties of record receiving such Bid Specifications. Failure of any bidder to receive any such addendum shall not relieve the bidder from any obligations under the Bid Response Proposal as submitted, nor from any obligation to conform to the requirements herein set forth.

O. Qualifications and Competency:

The Township may reject any bid received if the qualifications questionnaire fails to satisfy the Township that such is qualified to carry out the obligations of the Bid Specification and to complete the work as specified. Each bidder shall be required to complete and sign the Qualification Questionnaire and the Affidavit of Qualifications included herewith and made a part of this Bid Specification (Attachment "B"); and the failure to conform to this requirement may result in the classification of such a bid as "unqualified."

P. Affidavit of Non-Collusion:

Each bidder shall be required to submit an affidavit of non-collusion on the form included in and made a part of this Bid Specification (Attachment "C").

Montgomery Township Bid Specification 2025

Q. Performance Bond:

The successful bidder shall be required to furnish a performance bond, based upon the total contract amount, for the faithful performance of the contract in the sum as outlined in the following table:

First Year	100%
Second Year	67%
Third Year	33%

Except for the initial bond year, all bonds shall be filed with the office of the Township Manager of the Township no later than sixty (60) days prior to the commencement of the bond year. Said bonds shall be that of an approved surety company authorized to transact business within the Commonwealth of Pennsylvania, and proof of same shall be submitted to the satisfaction of the Board of Supervisors; agents of bonding company shall furnish the necessary power of attorney, bearing the seal of the company and evidencing such agents authorized to execute the particular type of bond to be furnished, as well as the right of the surety company to conduct business in the Commonwealth of Pennsylvania.

R. Execution of Contract and Commencement of Work:

The successful bidder shall execute a contract containing provisions substantially in conformance with the provisions of these bidding documents promptly after the award of the bid and shall commence work in the Township beginning with the effective date of January 1, 2026 and in accordance with the effective dates as described in Section D. Said contract shall in all respects be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

II. GENERAL SPECIFICATIONS

A. Documents:

All documents included herein, including but not limited to the Notice to Bidders, Instructions to Bidders, General and Detailed Specifications, Bid Response Proposal, Bidder's Affidavit, Qualification Questionnaire, Affidavit of Non-Collusion, Insurance Requirements, are made part herein; and they shall define the Bid Specification obligations.

B. Obligation of Successful Bidder:

The successful bidder shall, at their own cost and expense, and in conformity with the annexed documents, furnish all the material, labor and equipment for the collection of municipal waste and single stream recyclable materials, as herein defined, from all locations as herein defined, based on the Bid Response Proposal selected by the Township.

C. Customer Service:

The successful bidder shall provide for the availability of customer service representatives that Township staff can contact by a toll-free telephone number during each collection day between the hours of 7:00 AM and 5:00 PM. The customer service representatives shall answer inquiries and resolve complaints with respect to the services to be provided through this contract.

D. Notice to Successful Bidder:

The place of business designated in the bid or proposal is hereby designated as the place to which all notices, letters and other communications shall be served, and to which all notices, letters and other communications shall be mailed or delivered. All notices specifically maintained herein, and all other communications of any kind which may be of necessity be hereafter dispatched, shall be sent USPS certified mail/return receipt requested.

E. Inspection:

The Township Manager, or an authorized representative, may inspect the collection being made pursuant to the contract; and may require the correction of any improper performance or any deficient performance herein through the designated supervisor of the successful bidder.

F. Indemnification:

To the fullest extent permitted by law, the successful bidder shall indemnify, defend and hold Montgomery Township (the Township), and their elected and appointed officials, employees, agents and authorized volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without

Montgomery Township Bid Specification 2025

limitation, attorneys' fees) arising out of or related to the successful bidder's services performed under this Bid Specification or operations incidental thereto, unless such claims arise from the sole negligence of Township. Such obligation to indemnify, defend and hold Township and their elected and appointed officials, employees, agents and authorized volunteers harmless shall survive the termination of this Bid Specification.

G. Workers' Compensation Insurance:

The successful bidder shall, during the term of the contract, maintain at their own expense, Workers' Compensation Insurance in order to fully protect both their employees and the Township, as may be required by any and all state and federal laws, and provide the Township with an appropriate certificate evidencing the existence of said insurance policy prior to commencing work under the Bid Specification.

H. Liability Insurance:

The successful bidder shall, during the term of the contract, maintain at their own expense, the insurance requirements included herewith and made a part of this proposal (Attachment "D") and provide the Township with an appropriate certificate evidencing the existence of said insurance policy prior to commencing work under the Bid Specification.

I. Payments:

The Township shall pay to the successful bidder the agreed upon contract price in for collection and disposal in monthly installments in advance of each month, commencing in accordance with the effective dates as set forth in Section D. The successful bidder shall prepare and file, with the Township, a standard voucher to cover each month's payment in sufficient time (no less than 30 days) to permit proper review by Township officials for the maintenance of this payment schedule.

J. Violation and Liquidated Damages:

It is understood that the orderly and proper collection of municipal waste and municipal single-stream recycling, as defined herein, is a matter of serious and vital concern to the Township because of the effect which it has upon the health and welfare of its residents and employees. Likewise it is anticipated that occasional minor breaches or violations may occur during the course of the performance of the service herein set forth. Since many of these are incapable of prompt and reasonable calculation, the following stipulated liquidated damages may be invoked on behalf of the Township, by the Township Manager, or authorized representatives, whose determination and certification of the same shall be final.

The Township Manager, or authorized representatives, shall notify the successful bidder's supervisor of such violations where they can be immediately corrected. If a violation remains uncorrected for an unreasonable period or is systemically repeated, the Township Manager may make an appropriate deduction from the next payment due in accordance with the following schedule of liquidated damages:

Montgomery Township Bid Specification 2025

1. Failure to collect refuse properly in place — \$50.00 per location.
2. Using or maintaining a truck in a leaking or unsanitary condition — \$500.00 per offense.
3. Failure to clean up any materials, including municipal waste, spilled or draining off equipment — \$50.00 per offense.
4. Failure to transport municipal waste to an approved disposal site upon completion of collection — \$500.00 plus tipping fee per ton collected but not delivered per day per offense.
5. Failure to transport municipal single-stream recycling materials to an approved processing facility — \$500.00 per offense.
6. Failure to provide signed, written annual tonnage reports with all totals for all contracted collections. — \$500.00 per offense.

K. Assignment:

Neither this Bid Specification, nor any portion hereof, may be assigned, sub-let or transferred to any person, firm or corporation, except upon the written consent and approval of the Township, which consent the Township is under no obligation to give.

L. DOT - CDL Compliance

The successful bidder, if required to use CDL drivers to perform work under this contract, shall, prior to execution of the Bid Specification and at any time during the contract, provide the Township with a notarized affidavit certifying that the contractor's employees covered by the DOT CDL regulations are participating in a valid drug/alcohol testing program.

Montgomery Township Bid Specification 2025

III. DETAILED SPECIFICATIONS

A. Definitions: As used throughout these bidding and contract documents, the following words shall have the meanings as stated below:

MUNICIPAL WASTE means any acceptable waste, excluding Yard-Waste and Bulk-Waste as defined below, including solid, liquid, semi-solid or contained gaseous materials resulting from operation of municipal establishments and community activities.

SINGLE STREAM RECYCLING refers to a system in which all collected recyclables are mixed together in one collection container instead of being sorted into separate commodities by the Township and handled separately throughout the collection process.

B. Receptacles: The successful bidder shall provide the following receptacle containers:

C. Collection: Collection shall be subject to the following:

Pickup Location	Container Type	Pickup Frequency
Township Building 1001 Stump Road	6 Yd. Municipal Waste Container	2x week
Township Building 1001 Stump Rd	One 6 Yd. Recyclable Materials Container	2x week
Battalion 1 Fire Station 325 Stump Road	4 Yd. Municipal Waste Container	1x week
Battalion 1 Fire Station 325 Stump Road	One 96 Gallon Recycling Container	1x week
Battalion 2 Fire Station 441 Doylestown Pike	2 Yd. Municipal Waste Container	1x week
Battalion 2 Fire Station 441 Doylestown Pike	One 96 Gallon Recycling Container	1x week
Public Works Building 90 Domorah Dr.	8 Yd. Municipal Waste Container	2x week
Public Works Building 90 Domorah Dr.	One 3 Yd. Recyclable Materials Container	1x a week
Community & Recreation Center 1030 Horsham Road	3 Yd. Municipal Waste Container	2x week

Montgomery Township Bid Specification 2025

Community & Recreation Center 1030 Horsham Road	Four 96 Gallon Recycling Containers	1x week
William F. Maule Park at Windlestrae 1147 Kenas Road	6 Yd. Municipal Waste Container	1x week

1. Schedule: The successful bidder shall collect municipal waste and municipal single-stream recycling, as defined herein, from containers supplied and stored at the various municipal locations at the frequency of pickup described for that location.

2. Hours: Collections shall be made, commencing no earlier than 7:00 AM and ending no later than 5:00 PM prevailing time. Any deviations from these hours must be reported to the Township Manager.

3. Places of Collection: The collection shall be made from all places listed in Paragraph D entitled "Scope and Area of Collection" contained in Section I. (Instructions to Bidders)

4. Acts of God and Natural Disasters: The successful bidder shall be excused without penalty from either collection or cleaning the debris resulting from hurricanes, storms of unusually heavy capacity, disasters or other unusual phenomena of nature or acts of God which result in the production of substantial quantities of debris littering the streets and highways of the Township or any private roads or driveways therein.

D. Contingencies:

Nonperformance of its obligations by the successful bidder which are substantial, including but not limited to failing to comply with the rules and regulations of the Township, or such as to endanger the health and welfare of the residents and employees of the Township may, at the option of the Township, be sufficient cause for the Township to terminate the contract and seek damages under the performance bond of the successful bidder; provided, however, that such option shall not be exercised if the nonperformance is caused by: (a) unavoidable casualties to more than a majority of the collection trucks of the successful bidder for a period not exceeding five continuous days because of a strike or strikes or other labor disputes of the employees of the successful bidder which prevent operation of the successful bidder's collection trucks; (b) legal acts of duly constituted public authorities, other than the Township or the Authority, if such acts are not provoked by any act of omission or commission by the successful bidder; (c) any act of God or nature; (d) civil disturbances or war.

Nonperformance by the successful bidder for whatsoever reason, of any nature and regardless of whether it is substantial or a menace to the health and welfare of the residents of the Township, shall be just cause at the option of the Township for a pro rata deduction by the Township of funds which would otherwise be due the successful bidder for performance hereunder, except:

Montgomery Township Bid Specification 2025

1. The first two (2) consecutive days or parts thereof, including Saturdays, Sundays and/or holidays of a bona fide strike or labor dispute as aforesaid by successful bidder's employees; or

2. The first seven (7) consecutive days or parts thereof, including Saturdays, Sundays and/or holidays, of acts of God or nature as a result of which a majority of successful bidder's collection trucks are rendered inoperable; or

3. Any day or days or parts thereof, not including Saturdays, Sundays and/or holidays, of acts of omission or commission which are under the control of the Township

BID PROPOSAL
TOWNSHIP FACILITIES WASTE & SINGLE STREAM RECYCLABLE MATERIALS
COLLECTION & DISPOSAL

The undersigned, having carefully inspected the Township facilities, either personally or through its duly authorized representatives, and also having carefully read and examined the 'Instructions to Bidders, General Specifications and Detailed Specifications, Affidavits annexed to Proposal and Specifications,' either personally or through a duly authorized representative, which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposed to comply with said requirements and furnish all labor, equipment, services and facilities in accordance with said Form of Contract, and Contract Documents mentioned herein and to commence said performance in accordance with the effective dates as described in Section D.

Supply all of the labor, tools, machinery, plant and equipment, including receptacles as defined herein and to perform all the work of collecting, removing, hauling and disposal of municipal waste and recyclable materials as required by the Article I, Section D of the Bid Specification.

Pickup Location	Container Type	Pickup Frequency	Monthly Bid Price	3 Year Contract Bid Price
Township Building 1001 Stump Road	6 Yd. Municipal Waste Container	2x week		
Township Building 1001 Stump Road	One 6 Yd. Recyclable Materials Container	2x week		
Battalion 1 Fire Station 325 Stump Road	4 Yd. Municipal Waste Container	1x week		
Battalion 1 Fire Station 325 Stump Road	One 96 Gallon Recycling Container	1x week		
Battalion 2 Fire Station 441 Doylestown Pike	2 Yd. Municipal Waste Container	1x week		
Battalion 2 Fire Station 441 Doylestown Pike	One 96 Gallon Recycling Container	1x week		
Public Works Building 90 Domorah Dr.	8 Yd. Municipal Waste Container	2x week		
Public Works Building 90 Domorah Dr.	One 3 Yd. Recyclable Materials Container	1x week		
Community & Recreation Center	3 Yd. Municipal Waste Container	2x week		

Montgomery Township Bid Specification 2025

1030 Horsham Road				
Community & Recreation Center 1030 Horsham Road	Four 96 Gallon Recycling Containers	1x week		
William F. Maule Park at Windlestrae 1147 Kenas Road	6 Yd. Municipal Waste Container	1x week		
Total Contract Cost				

There is enclosed herewith a bid bond or certified check, drawn to the order of the Township in the amount of ten percent (10%) of the price on the one-year contract and a duly executed Consent of Surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania, agreeing to furnish the Municipality the required performance and completion bond upon the award of the contract.

It is understood that the bid bond and/or certified check is submitted and shall be subject to the terms and conditions stipulated herein.

The undersigned submitting the proposal certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham; that the undersigned bidder has not directly or indirectly, with any person or bidder, agreed to submit a sham bid or induced such other person to refrain from bidding. The undersigned bidder certifies that it has not in any manner, either directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of any bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage over the Township or over any person interested in the proposed contract. Further, the undersigned bidder certifies that it has not divulged information regarding its bid or data relative thereto to any person, partnership or corporation or to any agent or employee thereof, and that no Township official or employee of said Municipality is interested, either directly or indirectly, in the bid or any portion of the bid, nor in the contract or any part of the contract which may be awarded to the undersigned on the basis of such bid.

Date: _____

Bidder: _____

By: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Montgomery Township Bid Specification 2025

Note: If bidder is a corporation, a corporate seal must be affixed and attached hereto, and there shall be a certified copy of a resolution of the Corporate Board of Directors, indicating that the officer signing the above proposal has the authority to make said proposal and submit it for the corporation.

Montgomery Township Bid Specification 2025

ATTACHMENT "A"
Bidder's Affidavit

(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA :

: ss

COUNTY OF _____ :

_____, being first duly sworn, deposes and says that they
are the _____ (title) of _____, who
signed the above Proposal or Bid, that they were duly authorized to sign and that the Bid
is the true offer of the bidder, that the seal attached is the seal of the bidder, and that all
declarations and statements contained in the bid are true to the best of their knowledge
and belief.

(SEAL)

Affiant Signature

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

Notary Public
My Commission Expires:

Montgomery Township Bid Specification 2025

ATTACHMENT "B"

Qualification Questionnaire

In Accordance with the Specifications,
Each Bidder Shall Provide the Following Information:

Failure to answer all questions may render such bid as unqualified. Separate sheets may be supplied for this and any additional appropriate information.

1. List the municipalities, with addresses and telephone numbers, from which you have obtained letters of satisfactory completion of contract, or satisfactory service:

2. From what municipalities, with addresses and telephone numbers, have you had contracts which required the collection and disposal of municipal waste? Name each municipality:

3. List the municipalities, with addresses and telephone numbers, you are currently providing collection services for, under municipal contracts:

4. How many years' experience in the collection of refuse under municipal contracts has your organization had?

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

6. Please indicate the local telephone number for your office which shall be available to receive calls from Township staff and officials:

Montgomery Township Bid Specification 2025

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF _____ : ss
:

I, _____, of full age, being sworn according to law, upon my oath depose and say:

1. I am the _____ of _____, the bidder herein named, and I am duly authorized to respond to the foregoing questions on behalf of said bidder.
2. I have read the foregoing questions in the "Qualification Questionnaire," and the answers which I have submitted in response thereto are true according to the best of my knowledge, information and belief.

(SEAL)

Affiant Signature _____
Division _____
Company _____

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

Notary Public
My Commission Expires:

Montgomery Township Bid Specification 2025

ATTACHMENT "C"

Affidavit of Non-Collusion

(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF _____ :

_____, being first duly sworn, deposes and says
that they are _____ (sole owner, partner, president,
secretary, etc.) of _____, the party making the
foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said
bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any
bidder or person to put in a sham bid, or that such other person shall refrain from
bidding, and has not in any manner, directly or indirectly sought by agreement or
collusion, or communication or conference with any person, to fix the bid price or affiant
or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of
that of any other bidder, or to secure any advantage against the Township of
Montgomery or any person interested in the proposed contract: and that all statements
contained in said proposal or bid are true; and further, that such bidder has not, directly
or indirectly, submitted this bid, or the contents hereof, or divulged information or data
relative thereto to any association or to any member or agent thereof.

(SEAL)

Affiant Signature

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

Notary Public
My Commission Expires:

ATTACHMENT "D"

Insurance Requirements for Municipal Facilities Waste and Municipal Single-Stream Recycling Collection Contract

1 - 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 commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance, and umbrella excess or excess liability insurance to the same extent required of the Contractor in 2.1.1, 2.1.2, 2.1.3 and 2.1.4. 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, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Township.

Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

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 this 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,

Montgomery Township Bid Specification 2025

self-insurance, or group self-insurance arrangements. If the Township denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

1.7 - All required insurance coverage 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 Workmen's Insurance Fund.

1.8 - Any deductibles or retentions of \$5,000 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 - Contractor's Liability Insurance – Occurrence Basis

2.1 - The Contractor shall purchase the following insurance coverages on an occurrence basis (claims made coverage not acceptable) for not less than the limits specified below or required by law, whichever is greater:

2.1.1 - Commercial general liability insurance or its equivalent 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.

This 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 this Contract.

2.1.2 - 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;
and
- ii. Automobile contractual liability.

Montgomery Township Bid Specification 2025

2.1.3 - 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:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

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

and including all of the following coverage on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.1.5 - The Township and their elected and appointed officials, employees, agents and authorized volunteers shall be named as additional insured on Contractor's commercial general liability insurance with respect to liability arising out of the Contractor's operations and the certificate(s) of insurance, or the certified policy(ies) if requested, must so state this.

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

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