

# MONTGOMERY TOWNSHIP

Montgomery County  
Pennsylvania



## **PROPOSAL AND SPECIFICATIONS FOR RESIDENTIAL LEAF AND YARD WASTE COLLECTION AND DISPOSAL**

Bidding Instructions

Contract Outline of Specifications

Proposal

Montgomery Township Municipal Building  
1001 Stump Road  
Montgomeryville, PA 18936

# **MONTGOMERY TOWNSHIP**

## **NOTICE TO BIDDERS**

Sealed bids will be received at the Montgomery Township Building, 1001 Stump Rd., Montgomeryville, PA 18936, until 10:00 AM on October 5, 2020. The bids shall be publicly opened and read aloud at 10:00 AM on the same day, for the following:

### **RESIDENTIAL LEAF AND YARD WASTE COLLECTION AND DISPOSAL FOR MONTGOMERY TOWNSHIP**

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.

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.

Bid shall be enclosed in a sealed envelope, marked on the outside “BID SPECIFICATION RESIDENTIAL LEAF AND YARD WASTE 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 During this period, no bid may be withdrawn.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

Carolyn McCreary  
Township Manager

## I. INSTRUCTIONS TO BIDDERS

### A. Scope of Work:

The work to be performed shall consist of collection and disposal of municipal residential leaf and yard waste, as defined herein, within the boundaries of Montgomery Township, Montgomery County, Pennsylvania (hereinafter referred to as "Township").

### B. Examination of Township:

Bidders shall inspect the Township 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, Documents and Examination of Municipality:

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 contract will require the successful bidder to supply all of the labor, tools, machinery, plant and equipment, and to perform all the work of collecting, removing, hauling and disposal of municipal residential leaf and yard waste, from each residential dwelling, excepting multi-family dwellings (as hereinafter defined) including such dwellings and residences that become eligible at any time during the term of the contract as herein described:

1. Provide a curbside pick-up of bagged leaf and yard waste one time in each of the following months: November and April. The total number of residential dwellings is estimated at 9,638.
2. Provide a forty (40) yard dumpster to the Township for drop-off of leaf and yard waste on the Friday before the scheduled Saturday drop-off and provide a scheduled pickup for the dumpster on the Monday following the Saturday drop-off. A tarp must be placed over the dumpster when it is being transported to the disposal site.

The successful bidder must:

1. Expressly agree to abide by the rules and regulations of the Township and the Northern Montgomery County Recycling Commission.
2. Provide initial information and periodically updated reports concerning ALL tonnage collected in the Township and truck routes utilized.
3. Dispose all materials at a Pennsylvania Department of Environmental Protection permitted compost facility.

E. Term of Bid Specification:

The Township shall have the option to award the Bid Specification for either one, two or three years commencing November 1, 2020.

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 his 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, and likewise take the necessary steps to insure that during the course of successful bidder's performance there will be no infringement on the rights of the public.

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 proposal for the entire amount of the work called for in various specifications in contract documents which form a part of this proposal, 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 his proposal may cause a similar classification and have a similar effect.

All proposals shall be submitted on the prescribed form and each bidder shall submit a proposal for all three options. All bids must be submitted in sealed envelopes bearing the name and address of the bidder and Bid Title on the outside. Bid Bond and Consent of Surety must accompany the 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 INFORMALITIES THEREON.

H. Signature of Bidders:

The firm, corporation, individual name of the bidder must be signed in ink in the space provided for the same on the proposal. 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 farm, he shall attach thereto a notarized statement signed by each of the partners

indicating that he 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 this bid 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 mentioned agrees to furnish the required surety bond and any bond which is made a condition of the awarding of the Bid 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 total bid price and submitted as a guarantee that the contract will be executed if awarded.

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 bonds 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 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 herewith and made a part of this proposal. (Attachment "C").

Q. Performance, Material and Labor Bonds and Bond Years:

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

	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>
First Year	100%	100%	100%
Second Year		50%	67%
Third Year			33%

Except for the initial bond year, all subsequent bonds shall be filed with the office of the Township Manager 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 within thirty (30) days of the awarded bid. Said contract shall in all respects be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The initial bond year shall commence on the date upon which work is to commence, and on each anniversary of such date a new bond year shall commence.

**GENERAL SPECIFICATIONS**

A. Documents:

All documents included herein, including but not limited to the Notice to Bidders, Instructions to Bidders, Township Map, General Detailed Specifications, Contract, Questionnaire, Letter of Commitment, Affidavit of Non-Collusion and Bid or Proposal, are made part herein, and they shall define the contract obligations of the successful bidder.

B. Obligation of Successful Bidder:

The successful bidder shall, at his own cost and expense, and in conformity with the annexed document as well as the contract, furnish all the material, labor and equipment for the collection of municipal leaf and yard waste as herein defined, from all residential dwellings other than multi-family dwellings, as herein defined, in the Township. Notwithstanding the above, the successful bidder is not responsible for providing the biodegradable paper bags to be used by residents of the Township.

C. Supervision by Successful Bidder:

The successful bidder shall employ a responsible supervisor who shall be available to the residents and Township, and may be contacted, at a local telephone number during each working day between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, to receive complaints, assist with any problems, answer inquiries, and resolve disputes with respect to the services to be supplied pursuant to the contract.

D. Customer Service:

The successful bidder shall provide for the availability of customer service representatives that Township residents can contact by a toll-free telephone number during each collection day between the hours of 7:00 AM and 5:00 PM or until the route is completed. 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 residence or 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 that may be of necessity be hereafter dispatched, shall be sent certified mail/return receipt requested.

E. Inspection:

The Township Manager, or his 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.

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 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

F. 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.

G. 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.

H. Payments:

The Township shall pay to the successful bidder the agreed upon contract price for collection and disposal in equal installments after each completed pickup. The successful bidder shall prepare and file with the Township, a standard voucher to cover each payment in sufficient time to permit proper review by Township officials for the maintenance of this payment schedule.

I. Violation and Liquidated Damages:

It is understood that the orderly and proper collection of municipal residential leaf and yard waste, 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. 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 his authorized representatives, whose determination and certification of the same shall be final.



The Township Manager 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, the Township Manager may make an appropriate deduction from the next payment due per the following schedule.

1. Failure of a truck and crew to operate over and finish a regular route as stipulated in the contract — \$500.00 per day/per route.
2. Failure to collect leaf and yard waste properly in place — \$50.00 per location.
3. Using or maintaining truck in a leaking or unsanitary condition — \$500.00 per offense.
4. Failure to clean up any materials, spilled or draining off equipment — \$50.00 per offense.
5. Failure to dispose all materials at a Pennsylvania Department of Environmental Protection permitted compost facility - \$500.00 per offense.
6. Failure to provide signed, written monthly tonnage reports with all totals for all contracted collections regardless of type or location of facility — \$500.00 per offense.

J. Assignment:

Neither this contract, 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 Municipality, which consent the Township is under no obligation to give.

K. 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 and shall submit the most recent DOT reporting form setting forth test results.

### III. DETAILED SPECIFICATIONS

#### A. Definitions:

As used throughout these bidding and contract documents, the following words shall have the meaning as stated below:

LEAF WASTE means leaves, garden residues shrubbery and tree trimmings and similar material, but does not include grass clippings.

MULTI-FAMILY DWELLINGS means a freestanding residential building of three or more dwelling units, with common walls and floors; constructed on one lot or adjacent lots; it may or may not have direct entrance from the outside of each dwelling unit; and yard area or open space may be assigned to each dwelling unit for exclusive use or common use. Further distinguished as a garden apartment.

SINGLE FAMILY DWELLINGS – means a freestanding residential building of one or more dwelling units, which may or may not have common walls for floors; constructed on one lot or adjacent lots; each dwelling unit having direct entrance from the outside and having yard or private open space assigned for the exclusive use of the occupants of the dwelling unit located immediately adjacent to the unit. Further distinguished as a single family detached, single family attached, townhouse, duplex, twin or patio home.

YARD WASTE means twigs, shrub trimmings, small branches, and like vegetative matter.

#### B. Collections:

Collection shall be subject to the following:

1. Curbside Collection - The successful bidder shall provide a curbside collection of bagged leaf and yard waste, as defined herein, from each road in the Township on routes and schedules as approved by the Township Manager. One pass of all roads shall be done in each of the following months: November and April. Residents must use biodegradable paper bags supplied by the Township or its designees.
2. Routes - Trucks shall follow the same route which shall not be changed except upon approval of the Township Manager so that service to the residents will be at a reasonably uniform time and pursuant to a reasonably uniform pattern. All routes, schedules and traffic of trucks upon streets and highways shall be subject to approval of the Township Manager.
3. Drop Off Collection - The successful bidder shall provide a forty (40) yard dumpster to the Township each month of the contract for drop-off of leaf and yard waste, as herein defined, on the Friday before the scheduled Saturday collection and provide a scheduled pickup of the dumpster on the following Monday. Residents must use biodegradable paper bags supplied by the Township or its designees.
4. Holidays - No pick-ups are required on Thanksgiving or Christmas.

5. Hours - Collections shall be made, commencing no earlier than 6:00 a.m. prevailing time and shall be continuously pursued until the routes are completed, which completion time shall be no later than 8:00 p.m. prevailing time between Monday and Friday. Saturday collections shall be made, commencing no earlier than 7:00 a.m. prevailing time and shall be continuously pursued until the routes are completed, which completion time shall be no later than 5:00 p.m. Any deviations from these hours must be reported to the Township Manager.
6. The weight of the leaf and yard waste collected must be reported quarterly to the Township.
7. As part of the bid submission, the Contractor will provide a list of equipment that shall be used to collect the leaves and a list of estimated manpower requirements.
8. Residents will place their leaf and yard waste at their curbsides, but not in the street, for the Contractor to collect. The method of collection selected by the Contractor will not cause damage to the road, curb or residential property. For properties with curbside conditions which will not allow for leaf and yard waste to be collected, such as but not limited to high embankments, gullies, shrubbery and walls, a site will be selected on the property for the leaf and yard waste to be stored until collection. It shall be the responsibility of the resident in conjunction with the Contractor to examine the property and select a location for leaf and yard waste storage accessible to the homeowner and the hauler.
9. Manner of Collection - Collection shall be made with a minimum of noise and traffic delay.
10. 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.

C. Equipment and Personnel:

1. Types of Vehicles - All trucks shall be specifically designed to prevent leakage of any liquids or fluids. All open type vehicles shall be covered with a suitable cover to prevent the discharge of refuse from the vehicle.
2. Condition and Appearance of Vehicles - All vehicles and equipment shall be maintained in good working and operating condition, both with respect to safety and sanitation. Equipment shall not be overloaded so that refuse may spill or drop onto the highways or maintained as to permit the leakage of fluids. All trucks shall be regularly cleaned and kept in proper condition. Trucks and equipment shall likewise be of a uniform color and shall bear the name and address of the successful bidder plainly visible on both cab doors.
3. Cleanup - Each truck shall have at least one broom and shovel to clean up refuse that may be spilled or otherwise scattered during the process of collection.

4. List of Equipment and Personnel - The successful bidder shall file with the Township Manager a list of all vehicles and equipment with identification information thereon. Changes in equipment shall be promptly reported to the Township Manager so that at all times his records will be correct and accurate.
5. Storage of Equipment - The successful bidder at his expense shall store and park his equipment at a convenient and lawful place. No trucks or equipment may be parked or stored on the Township's streets.
6. Offensive Employees - The Township Manager, or his authorized representative, may request a suspension or discharge of any employee for one or more of the following offenses during working hours, and the successful bidder shall comply with that request as promptly as possible:
  - a. Intoxication;
  - b. Use of loud, profane, vulgar or obscene language;
  - c. Soliciting gratuities or tips from the public for services to be performed hereunder;
  - d. Refusal to collect or handle refuse as herein required and defined;
  - e. Wanton or malicious damage or destruction of containers or receptacles;
  - f. Wanton or malicious scattering or spilling of refuse;
  - g. Other wanton, willful or reckless disregard for safety or sanitary requirements;
  - h. Any act which may constitute a public nuisance or disorderly conduct.

D. Contingencies:

Nonperformance of its obligations by the successful bidder including but not limited to failing to comply with the rules and regulations of the Commission, or such as to endanger the health and welfare of the residents 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 Commission, 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 disturbance 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:

1. The first two 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.

**MONTGOMERY TOWNSHIP  
PROPOSAL FOR RESIDENTIAL LEAF AND YARD WASTE  
COLLECTION AND DISPOSAL**

Option 1: Leaf and Yard Waste Collection/Disposal - One Year Contract

The undersigned, having carefully inspected the Township, 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 on November 1, 2020.

Provide curbside collection and disposal of Bagged Leaf and Yard Waste from approximately 9,638 households, two times per year: November and April and supply dumpster for leaf and yard waste drop off and schedule monthly pickups per Section III,B of the Bid Specifications .

Disposal at: \_\_\_\_\_  
(name and address of site)

Amount for One Year- \$\_\_\_\_\_.

Written amount \_\_\_\_\_  
for one year

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 Township 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.

**\*On occasion it may be necessary to have a make-up day for leaf and yard waste missed during the scheduled bag collection. Please factor the cost of this into your bid as the Township will not pay additional fees for this service.**

**MONTGOMERY TOWNSHIP**

## PROPOSAL FOR RESIDENTIAL LEAF AND YARD WASTE COLLECTION AND DISPOSAL

### Option 2: Leaf and Yard Waste Collection/Disposal - Two Year Contract

The undersigned, having carefully inspected the Township, 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 on November 1, 2020.

Provide curbside collection and disposal of Bagged Leaf and Yard Waste from approximately 9,638 households, two times per year: November and April and supply dumpster for leaf and yard waste drop off and schedule monthly pickups per Section III,B of the Bid Specifications .

Disposal at: \_\_\_\_\_  
(name and address of site)

Amount- \$ \_\_\_\_\_ per year.

Total amount for two years \$ \_\_\_\_\_.

Written Amount: \_\_\_\_\_ per year.

Written Total Amount: \_\_\_\_\_  
for two years.

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 Township 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.

**\*On occasion it may be necessary to have a make-up day for leaf and yard waste missed during the scheduled bag collection. Please factor the cost of this into your bid as the Township will not pay additional fees for this service.**

**MONTGOMERY TOWNSHIP**

**PROPOSAL FOR RESIDENTIAL LEAF AND YARD WASTE  
COLLECTION AND DISPOSAL**

Option 3: Leaf and Yard Waste Collection/Disposal - Three Year Contract

The undersigned, having carefully inspected the Township, 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 on November 1, 2020.

Provide curbside collection and disposal of Bagged Leaf and Yard Waste from approximately 9,638 households, two times per year: November and April and supply dumpster for leaf and yard waste drop off and schedule monthly pickups per Section III,B of the Bid Specifications .

Disposal at: \_\_\_\_\_  
(name and address of site)

Amount- \$ \_\_\_\_\_ per year.

Total Amount for three years \$ \_\_\_\_\_.

Written Amount : \_\_\_\_\_ per year.

Written Total Amount: \_\_\_\_\_  
for three years.

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 Township 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.

**\*On occasion it may be necessary to have a make-up day for leaf and yard waste missed during the scheduled bag collection. Please factor the cost of this into your bid as the Township will not pay additional fees for this service.**



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 Township 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: \_\_\_\_\_

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.

**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                      , 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**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. For each vehicle that you propose to use in providing collection services within the community under this contract, please provide the following information:

Year and Chassis    Body and Capacity

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

7. Please indicate the local telephone number for your office which shall be available to receive calls from both the residents of the community and the Township officials:

---

COMMONWEALTH OF PENNSYLVANIA:

: ss

COUNTY OF \_\_\_\_\_ :

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**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                       , 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## **ATTACHMENT "D"**

### **Insurance Requirements for**

## **Residential Leaf and Yard Waste Collection and Disposal**

### **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, 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 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 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.



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 coverages 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 its 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 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.)

2.1.7 - Insurance provided to the Township, and its 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, and its officials, employees, agents and authorized volunteers shall be excess of and non-contributory with insurance provided to the Township, and elected and appointed officials, employees, agents and authorized volunteers as specified herein.