



BOARD OF SUPERVISORS

WORKSHOP

Revised AGENDA

February 12, 2019

4:00 p.m.

Packet Page #

- I. Executive Session re: Legal, Real Estate Matters

- II. Municipal Solid Waste & Recycling Bid Specifications 2

- III. Open Session

- IV. Next scheduled Workshop date: March 12, 2019

- V. Adjournment



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: **Board of Supervisors**

FROM: **Cary B. Vargo**
Township Manager

RE: **Residential Municipal Solid Waste & Recycling
Bid Specifications**

DATE: **January 22, 2019**

Attached for your review are the bid specifications for the Municipal Solid Waste & Recycling collection services for the period August 1, 2019 through July 31, 2022. The collection program is proposed to remain unchanged and will continue to include collection of residential municipal solid waste and recycling once weekly using the Toters issued by the Township. Solid waste will continue to be capped at 96 gallons of waste per weekly collection and recycling will remain unlimited. Leaf and yard waste collection days remain at 36 annually. There are no recommended changes in service delivery at this time.

Program expenditures consist primarily of contractual collection costs, landfill tipping fees (\$63/ton), and recycling tipping fees (\$30/ton). These costs have all increased over the last several years due to the progression of the last collection contract and the increase in tipping fees; a modest increase in landfill fees and a significant increase in recycling tipping fees. Program expenditures, and thus long-range financial planning in this fund, will remain unknown until such time as the results of this bid process are received. For your reference I have attached the projected fund balance for end of year 2019 and the 2019 Solid Waste budget section.

This item will be placed on your agenda for your February work session and you will be asked to authorize advertisement at your February business meeting.



UPPER UWCHLAN TOWNSHIP
Residential MSW & Recyclable Materials Collection
August 1, 2019 – July 31, 2022

BID SPECIFICATIONS

1. Scope of Work:

The work to be performed shall consist of the collection of Municipal Solid Waste as defined herein, and all "Municipal Waste" as defined by the Solid Waste Management Act, and a continuation of an existing program of source separation and collection of certain Recyclable Materials in accordance with the provisions of Act 101, the Pennsylvania Municipal Planning, Recycling and Waste Reduction Act of 1988 within the boundaries of Upper Uwchlan Township, Chester County, Pennsylvania (hereinafter referred to as "Municipality"), and the Township's Solid Waste and Recycling Ordinance - Chapter 148 of the Code of Upper Uwchlan Township.

Historical Collections (2018)

Solid Waste collected FY 2018 - 3,506 tons

Recycling collected FY 2018 – 1,080 tons

Yard Waste collected FY 2018 (curbside) - 271 tons

Public Works Leaf/Yard Waste Dumpsters (Qty. 2 – 30 yard)

Collected on average twice weekly in Spring, Summer, and Fall

The lowest responsive and responsible bidder meeting all advertised award criteria as determined by Upper Uwchlan Township shall enter into a contract with the Township within ten (10) days of receipt of a Notice of Contract Award. The contract shall designate the total contract amount in accordance with the options and alternatives selected by the Township and shall incorporate the terms and conditions of these specifications and instructions to bidders.

2. Definitions:

Aluminum Cans: Empty 100% aluminum beverage and food containers.

Ashes: All residue from coal, wood or other fuel consumption (cooled to ambient temperature).

Bulk Items Hot water heaters, sofas, refrigerators, freezers, tire rims, air conditioners, including other bulk items, etc.

Clear and Colored Glass: Empty bottles, jars, and food, or beverage containers made of green, clear, brown, or other colored glass.

Commercial Properties: All properties used for industrial or commercial purposes, provided that multiple dwelling residential buildings containing more than four (4) dwelling units, for purposes of the Agreement, shall be treated as commercial properties. This shall include residential units over storefront commercial business.

Contractor: A private firm awarded a contract to perform a service.

Disposal Facility: A facility which processes or acts upon solid waste so as to dispose of the material, such as a composting facility, an incinerator, a resource recovery plant, a waste-to-energy facility or a sanitary landfill.

Dwelling Unit/Residence: An occupied single or multi-family structure having up to, and including, four (4) dwelling units per structure, or each unit in a multi-family structure if the units are individually owned with a separate entrance onto a public or approved private street.

Fuel Adjustment – the dollars per mile that are increased, decreased or remain the same and are evaluated on a monthly basis.

Homeowner Owned Trash Cans: Trash cans or wheeled carts purchased by homeowner that does not have “Upper Uwchlan Township” imprinted; to be used for the disposal of residential leaf and yard waste.

Leaf & Yard Waste: Leaves, garden residues, shrubbery, brush, tree trimmings, Christmas trees and similar material, including grass clippings.

Metal Containers: Empty food, aerosol cans or beverage containers consisting of ferrous sides and bottom and aluminum top.

Missed Collection(s): A single incident of failure by the Contractor to collect Municipal Solid Waste or recyclables placed at the approved collection area on the day and time designated by the Municipality for collection. A determination of a missed collection shall be in the sole judgment of the Municipality based on information received from Township residents.

Mixed Paper – newspaper, office paper, bulk mail, magazines, box board, phone books, paper bags, cardboard and paperback books.

Municipal Solid Waste (MSW): Any garbage, refuse, and other material, including solid, liquid, semi-solid, or contained gaseous material resulting from the operation of a dwelling unit not meeting the definitions of residual or hazardous waste in the Solid Waste Management Act. The term does not include source separated recyclable materials.

Non-Compliance: Shall mean at minimum, continuous, successive and haphazard missed residential pick-ups (missed collections); missed designated pick-up days and special events.

Municipality/Township: Upper Uwchlan Township, Chester County, Pennsylvania.

Newspaper: Paper of the type commonly referred to as newsprint and distributed at fixed intervals having printed hereon news and options containing advertisements and other matters of public interest.

Plastic: Plastics with the #1 - #5 and #7 recycling symbol on the bottom, excluding Styrofoam #6.

Processing Facility: A specialized materials recovery and reclamation plant that receives, separates, and prepares Recyclable Materials for marketing to end user manufacturers.

Recyclable Materials: Those materials which may be processed or prefabricated for re-use and which are specified by the Township for separation from the regular solid waste. Such materials may include, but not be limited to aluminum products, ferrous containers, metal containers, clean corrugated cardboard, glass containers, newspapers, magazines and periodicals, bulk mail, box board, phone books and plastic containers must have a recycling symbol of #1 - #5 and #7 on the bottom excluding Styrofoam (#6).

Refuse: Garbage, ashes, trash, rubbish.

Single-Stream Recycling: All Recyclable Materials which are placed in a single recycling container.

Township Miles: Miles of roads in the Township that a truck would travel to stop at every residence.

Transfer Station: A facility that is permitted to transfer Recyclable Materials to a Township designated Processing Facility.

3. Examination of Municipality:

Bidders shall inspect the Municipality in order that they may make their own judgment concerning all circumstances affecting the cost of service 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.

4. Specifications and Documents:

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

5. Collection Particulars:

Curbside collection of all residential Municipal Solid Waste and Recyclable Materials from residential dwelling units in the Municipality for a three (3) year period, commencing August 1, 2019.

A. Once per week household collection, which includes all of the following:

Once per week residential Municipal Solid Waste (MSW) collection using Township provided toters

(48-, 64- and 96-gallon). MSW collection shall be accomplished using automated side-loading collection trucks. Maximum solid waste collection is limited to a volume of no more than 96-gallons per collection day other than scheduled bulk days.

Once per week residential single-stream recycling collection using Township provided toters (48-, 64-, and 96-gallon). There is no maximum quantity of Recyclable Materials.

Once per month bulk item collection: 2 bulk items or additional solid waste (third collection day each month);

Thirty-six (36) leaf and yard waste collections (will be scheduled with awarded Bidder); Dumpsters (2) for leaf and yard waste drop-off at the Public Works facility; Dumpsters as described in Section 8.K.

MSW and Recyclable Materials collection days shall remain Monday and Tuesday with MSW and Recyclable Materials being collected on the same day. Scheduled bulk collection will remain the same, being the third collection day of each month. Leaf and yard waste collections shall continue to be on Wednesdays.

B. Alternate Bid Item:

Per unit pick-up cost for Freon containing units, such as refrigerators, air conditioners, etc.

6. Scope and Area of Collection and Disposal of Refuse:

The award of the contract shall require the successful bidder to collect, haul and deliver all Municipal Solid Waste and Recyclable Materials as specified in these Bid Specifications, supply all of the labor, tools, machinery, plant and equipment and perform all of the work of collecting, removing and hauling Municipal Solid Waste and Recyclable Material as required by the Municipality within the Solid Waste and Recycling Ordinance - Chapter 148 of the Code of Upper Uwchlan Township. The successful bidder shall be required to comply with all applicable laws and statutes of the Commonwealth of Pennsylvania, of the County of Chester and of the United States Government and/or their agencies with respect to Worker's Compensation and the hauling and disposal of all materials collected. THESE REGULATIONS SHALL BE BINDING ON THE CONTRACTOR. THE RULES AND REGULATIONS PERTAINING TO THE COLLECTION AND DISPOSAL OF MUNICIPAL WASTE GARBAGE, REFUSE, ASHES, TRASH AND RUBBISH ISSUED BY THE MUNICIPALITY, COUNTY, STATE OR FEDERAL AGENCIES SHALL BE

CONSIDERED TO BE AN INTEGRAL PART OF THESE REGULATIONS AND SHALL BE
CONSIDERED BINDING ON THE CONTRACTOR.

7. Collection Responsibilities:

A. Designation and Preparation of Recyclable Materials:

All acceptable Recyclable Materials placed curbside shall be collected. Acceptable Recyclable Materials include: Newspapers, newspaper inserts, corrugated cardboard, bulk mail, phone books, magazines, aluminum cans, bi-metallic and steel cans, glass (clear and colored), plastics (#1 - #5 and #7, excluding Styrofoam #6).

Unacceptable materials include ceramics, light bulbs, crystal plate or window glass.

B. Bulk Trash:

Items (maximum 2 per household) shall be placed at and collected from the curb from all residential dwelling units. The Contractor shall remove, have title to and properly dispose of or recycle all items from all residential dwelling units such as furniture. Freon containing units, such as refrigerators, must be properly recycled, according to existing legislation.

C. Collection Schedule and Routing:

The Municipality shall supply the Contractor with street maps, number of dwelling units and population information. The Municipality shall be available to answer Contractor's questions regarding routing and scheduling. Additional dwelling units, as determined by the Use & Occupancy Permits issued, shall be added to the contract monthly and the contract shall be increased by the per unit cost which shall be determined by dividing the bid amount by the number of dwelling units. Also, the deletion of dwelling units as determined by Township approved exemptions shall be decreased by the per-unit cost which shall be determined by dividing the bid amount by the number of dwelling units. Township Miles will also be adjusted monthly.

The Municipality retains the right to designate routes for MSW and Recyclable Materials collection equipment and the days of collection.

D. Final Disposition of Recyclable Materials:

The Municipality shall designate a facility, within 30 miles of the municipal border, where all collected Recyclable Materials will be delivered.

E. Leaf and Yard Waste Pick-up:

Leaf and yard waste shall be picked up and transported to a Township designated composting site thirty-six (36) times annually as scheduled by the Municipality. Leaf and yard waste will be placed in non-plastic biodegradable bags or approved containers and placed at the curb for pick-up.

F. Program Monitoring and Receipt of Citizen Complaints:

- i. The Municipality reserves the right to inspect the Contractor's vehicles, equipment and procedures before making final contract award.
- ii. The Municipality shall monitor the Contractor's performance and the Contractor shall receive citizen complaints and complaints from the Municipality and promptly respond to those complaints. The Contractor shall be equipped to handle any and all complaints. The Municipality shall supply Violation Notices to the Contractor to use when MSW or Recyclable Materials are not properly prepared by the residents.

Note: The Contractor shall supply a dedicated (private) telephone number for the Municipality's Administration use.

8. **Contractor's Scope of Work and Obligations:**

A. **Collection Schedule and Routing:**

Collections of Municipal Solid Waste and Recyclable Materials shall be made between the hours of 6:00 a.m. and 7:00 p.m. Mondays and Tuesdays. In cases where there are holidays or inclement weather, the last collection run shall be scheduled so as to make the last delivery to the designated Processing Facility before it closes.

- i. **Schedule:** The Contractor shall collect Municipal Solid Waste and Recyclable Materials (same day) as defined herein, Mondays and Tuesdays, throughout the Municipality in accordance with an approved schedule.
- ii. **Holidays:** The Contractor shall supply a schedule of holidays which shall need the approval of the Municipality. Any MSW or Recyclable Materials that were to be collected on a holiday shall be collected the next day.

B. **Municipal Solid Waste and Recyclable Materials Collection:**

The Contractor shall collect all Municipal Solid Waste placed at curbside from all dwelling units, as herein defined, in the Municipality on days specified by the Municipality, using automated side loading collection trucks.

The Contractor shall collect all Recyclable Materials placed at curbside from all dwelling units, as herein defined, in the Municipality on days specified by the Municipality.

The Windsor Ridge Development, located off of Pottstown Pike (State Route 100) due to its design, density, and construction, will require the successful bidder to use both automatic side loaded collection trucks (wherever possible) and rear loaded collection trucks, **no larger than 16 yards in size**, in the areas of the development served by alleyways. The rear loader collection truck, no larger than 16 yards in size, shall be used for the collection of solid waste, recycling, and leaf and yard waste in the areas served by alleyways. There are approximately 278 homes at which solid waste, recycling, and leaf and yard waste collection is completed in an alleyway and will require the use of the rear loaded collection truck no larger than 16 yards in size.

A map of Windsor Ridge is attached for your reference. The alleyways are labeled with letters followed by "LA" such as "A LA", "B LA", "C LA", ... on the attached map.

The Contractor's employees shall handle all containers with reasonable care to avoid damage and shall replace the container with its lid on at the curb in an upright position after emptying.

Each collection crew shall have a broom, shovel and refuse container to clean up any material that is spilled during collection. The disposal of these materials is the responsibility and the expense of the Contractor.

Collection shall be made regardless of weather conditions, unless authorization is received from the Municipality. Authorization may be verbal, but will be followed in writing within one business day. The Contractor shall make collections scheduled for the day missed due to weather conditions the next day.

The Contractor shall abide by all traffic regulations and will comply with all applicable Federal, State and Local Regulations.

C. **Transport and Delivery of Recyclable Materials to the designated Processing Facility:**

The Contractor shall transport Recyclable Materials and shall offload into the designated areas at the Township's designated Processing Facility. The designated Processing Facility or Transfer Station will be within thirty (30) miles of the Municipality. The incoming material shall be visually inspected and weighed by the designated Processing Facility operator. Acceptable deliveries shall be off-loaded by the Contractor at the designated discharge areas.

Fuel Adjustment

ITEM	Average MPG	Township Miles	Landfill Miles	Recycling Miles	Leaf Miles
MSW	4	65	17		
Recyclables	4	65		22	
Leaf & Yard	4	65			17

The Fuel Adjustment each month is the average of the first three full weeks of the previous month. For example: The Benchmark Price is \$2.50/gallon and the Average Price for the previous three weeks is \$2.00 per gallon then the Fuel Adjustment for a truck with an average of 4 MPG would be 4 MPG divided by -\$0.50 per gallon = -\$0.125 Adjustment per mile. Adjustments are based on Township Miles and the number of actual trips to the Lanchester Landfill and designated Processing Facility. For a typical month MSW: $8 \times (\text{Township Miles (70)}) + 17 (\text{Landfill miles (20)}) + \text{Leaf \& Yard Waste Miles (70)} = 920 \text{ miles}$, so for the above example the month's adjustment for MSW would be -\$115.00 off the monthly invoice. Recycling Fuel Adjustment would be calculated similarly. Benchmark price of diesel fuel is to be established and documented at the time of contract award.

D. Title of the Collected Recyclable Materials:

The title for Recyclable Materials collected by the Contractor is held by the Township. However, the Recyclable Materials are the responsibility of the Contractor until delivered to the designated Processing Facility.

E. Recyclable Materials – Reporting of Weight:

The Contractor shall furnish to the Municipality monthly records of the weight of Recyclable Materials, by type, if not supplied by the Transfer Station or designated Processing Facility.

F. Record Keeping:

The Contractor shall keep the following records for collections:

1. Per run:

- Route identification/street names and Municipalities of the run;
- Total number of stops, (dwelling units per route);
- Number of stops where improperly prepared Recyclable Materials were not collected and tags were issued and estimated amount of rejected recyclables (one bucket, half bucket, etc.);
- Weight of each recyclable delivered. (See "E" above).

2. Record Keeping:

All the Municipal Solid Waste contracted to be collected herein shall be delivered to and deposited upon the Chester County Solid Waste Authority Lanchester Landfill, or other facility designated by the Township. Prior to the execution of the contract, the Contractor shall furnish the Municipality with a written commitment from the Chester County Solid Waste Authority which will allow the Contractor to dispose of all MSW collected from the Municipality for the duration of the contract.

G. Tipping Fees:

The Township shall pay the Tipping Fees for MSW and Recyclable Materials, Bulk Items excepted. Contractor shall not pick up any waste except that which is allowed by this Contract and is generated within the boundaries of the Township.

H. Heavy Trash and Metals (Bulk Trash):

The Contractor shall remove, have title to and properly dispose of or recycle once every month, all bulk items, (i.e., hot water heaters, sofas, refrigerators, freezers, tire rims, air conditioners, other bulk items, etc.) from all residential dwelling units. These items shall be placed at and collected from the curb, unless otherwise agreed upon by the Township and the Collector. Bulk trash collection shall remain the third collection day of the month.

I. Local Office:

Contractor shall establish and maintain a local office with continuous supervision for accepting complaints and calls from residents and Municipality during the business hours on days when collections are made. The Contractor is responsible for all corrective action (to be taken within twenty-four (24) hours of the next business day) and a log of complaints and corrective actions taken shall be kept by the Contractor and reported on a monthly basis to the Municipality. Contractor shall supply the Municipality with the telephone number of the local office.

J. Violation Notices:

The Contractor will notify the municipality weekly of any violations in the preparation of Recyclable Materials, Leaf and Yard Waste, freon containing items, Bulk Trash or MSW.

K. Municipal Solid Waste/Recyclable Materials Containers:

The Contractor agrees to provide and service the Municipality with the following and servicing them once per week during the period of the contract:

Facility	8-Yard Dumpster	6-Yard Dumpster	Recycling Container
Hickory Park	(1) 8-yard		(1) 6-yard dumpster
Fellowship Fields	(2) 8-yard		(2) 6-yard dumpsters
Public Works	(1) 8-yard		(2) toters
Annual Block Party*	(2) 8-yard	(1) 20- yard	(1) 8-yard dumpster
520 Milford Road		(1) 6-yard	
Walter Court		(1) 6-yard	
Upland Farms	(1) 8-yard	--	(1) dumpster

*Annual block party is a once annual event scheduled in June of each year.

9. Penalties and Termination of Contract Due to Non-Performance:

A. Penalties:

The Contractor shall be assessed penalties for the following:

-Missed collections.

For each missed collection Contractor does not complete, the Municipality may impose a penalty of \$25.00 for each dwelling unit, per day (including Saturdays and Sundays, although Contractor shall not, in any case, collect trash on those days, except as provided in 8.B). The Municipality may deduct said penalties from the invoicing for completed trash collection. If a missed collection is not resolved within three (3) days to the satisfaction of the Municipality, the Municipality may collect or (cause to be collected) the MSW and change (or deduct, as aforesaid) all costs, fees and expenses incurred by the Municipality in connection with collection. Nothing herein shall prevent or deny the Municipality from canceling the contract in accordance with the contract terms.

-Loads rejected by the designated Processing Facility.

The Contractor is responsible for collection of only properly prepared Recyclable Materials and to maintain each load of Recyclable Materials in an uncontaminated condition. If any load of Recyclable Materials is rejected at the designated Processing Facility because of contamination, any

transportation and disposal costs and loss of revenues from the designated Processing Facility for the rejected load will be passed through to the Contractor.

The Contractor may be assessed penalties for the following:

- Failure to clean spilled MSW or Recyclable Materials - \$25.00/occurrence
- Failure to immediately pick-up, remove, and/or clean leaking and/or spilling MSW and/or minor vehicle fluids - \$25.00/occurrence
- Post collection, depositing toters in such a manner as to block mailboxes and/or driveways - \$25.00/occurrence.
- Failure to remedy complaint which is found to be justified by the Township within twenty-four (24) hours after notification, Monday through Friday - \$25.00/occurrence.
- Pick-up and disposal of MSW and/or Recyclable Materials outside of the Township (on Upper Uwchlan Township collection days) - \$1,000.00/occurrence.

Any and all Violations of the Upper Uwchlan Township Code Chapter 148 Solid Waste and Recycling, or any other applicable section of said Code, may be criminally prosecuted.

B. Termination of Contract:

Notwithstanding the provisions of paragraph 9A, in the event of Contractor's non-performance, the Municipality may terminate the Contractor's services due to such non-performance. For purposes of this Agreement, non-performance, *inter alia*, shall include but not be limited to the failure of the Contractor to collect MSW and Recyclable Materials as detailed in Section 8.B or to collect a missed collection, totaling more than three (3) in number per month or a total of thirty-six (36) in number per year, whichever is less.

10. Bidders Qualifications:

A. Financial:

The bidder must be a financially secure company or corporation. Bidders shall submit the following with their bid:

- Annual reports or audited financial statements (or income statements and balance sheets) for the past three (3) years.
- Publicly held companies shall submit a copy of the SEC filings 10-K for the last fiscal quarter(s), since the last annual report.
- Identification of any legal actions or proceedings pending or occurring within the last three (3) years and/or any contingent liabilities.

B. Qualifications and Experience:

The Bidder must have previous experience in the collection of MSW and Recyclable Materials. Bidders shall submit the following with their bid.

- Locations of curbside programs for which the Bidder collects Recyclable Materials.
- Number of households collected or volumes collected and frequency of collection for listed recycling programs.
- Materials collected by Bidder.
- Ownership and description of collection vehicles, including age, quantity available and type of collection vehicle (i.e., rear-loading, automated side-loading).
- Date recycling program started and date of initial collection by Bidder.

-References for program listed by Bidder. References to include name, position, location of program, address and telephone number.

11. Complaints and Supervision:

The Contractor shall provide a responsible supervisor who shall be available and may be contacted at the local telephone number (see 7.F.) during each working day between the hours of 8:00 AM (EST) and 5:00 PM (EST), Monday through Friday, to receive complaints, assist with any problems, answer inquiries and resolve disputes with respect to services to be supplied pursuant to this contract. The Contractor will further be held responsible for the contract and deportment of the employees during the performance of their work. Said employees shall not use loud, abusive, profane or lewd language in their dealings with the public, nor shall they use loud, abusive, profane or lewd language amongst themselves during the performance of their work. Further, said employees shall conduct their work as quietly as possible with a minimum of interference to pedestrian and vehicular passageway through the Municipality.

12. Term:

The term of the contract shall be three years, commencing August 1, 2019.

13. Assignment:

It is understood and agreed by the Contractor that, during the performance of its duties under this contract, it will not assign its contractual rights or its duties and obligations arising hereunder to any third person without prior written approval of the Municipality being had and obtained, which approval the Municipality shall be under no obligation to give, it being at all times understood that the Contractor is not acting as agent for a subsidiary of any other entity.

14. Merger/Bankruptcy/Bulk Sale:

During the term of the contract, Contractor covenants, warrants and agrees that it will not file any proceeding in bankruptcy or reorganization under the bankruptcy laws of the United States or under any specific debtor, receivership, composition for creditors, liquidation proceedings or similar proceedings under Pennsylvania Law. Contractor further covenants, warrants and agrees that, during the term of any contract awarded, it will not merge with any other entity or become a subsidiary of any other corporate or personal interest. Contractor also warrants it will not undertake the sale of its assets, stock or equipment during the term of the contract in any fashion which might jeopardize or compromise service or performance.

If despite the covenants contained herein, said Contractor does file proceedings in bankruptcy or like proceedings in State Courts, or by merger or sale become acquired by another corporation or entity, such actions shall constitute a termination of the contract and result in the subsequent forfeiture of the Performance Bond, at the Township's sole discretion.

15. Inspection:

The Municipality, or other authorized representative, may inspect the collection process employed by the successful Contractor under the contract and may require the correction of any improper or deficient performance of the contract through the designated supervisor or the Contractor.

16. Workers' Compensation Insurance:

Contractor, during the term of this contract, shall carry Workers' Compensation insurance (pursuant to Pennsylvania Act #44), insuring and covering any and all persons employed by him in the performance of this contract and, before starting work on the contract, shall file a certificate from the insurance company certifying the issuance of such company's insurance policy and the payment of the premium thereof with the Municipality.

17. Liability Insurance:

a. Coverage:

Contractor shall maintain during the term of this contract, at its sole expense, the following minimum liability insurance coverage:

1. General Public Liability Insurance (non-automotive) for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence but with the aggregate limit of \$1,000,000.00.
2. Automotive Liability Insurance for bodily injury and property damage in the amount of \$3,000,000.00
3. Umbrella Excess Liability coverage in the amount of \$3,000,000.00
4. A Workman's Compensation and Employee's Liability Insurance Policy - \$100,000/\$100,000/\$500,000.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall, *inter alia*, name the Township as an additional named insured and be designed to protect the Township from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of his Contract, whether such obligation be controlled by the Contractor himself or someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this contract and shall otherwise indemnify and hold the Municipality harmless from any and all manner of claims and lawsuits and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business within the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Township before the execution of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall deposit with the Municipality the original policies of insurance herein referred to or true copies thereto, prior to commencing work under this contract.

b. Cancellation of Insurance:

Each and every policy of insurance maintained in accordance with the terms of the specifications or the contracts entered there under, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Municipality, by certified mail, return receipt requested, written notice of any modifications, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Municipality, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modification, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the Contractor shall be deemed to be in default and the Municipality shall terminate this agreement as the effective date of said change and insurance coverage and the surety on the Performance Bond may be held responsible by the Municipality for the resulting losses.

It shall be the responsibility of the Contractor in obligating the aforesaid insurance coverage to obtain policies which shall protect the Municipalities from any and all claims whatsoever in nature, regardless of the deviation of said claim and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage, or any other claim of damage which may be incident to the same.

c. Governmental Immunity Waiver:

All policies of insurance required pursuant to the specifications or the subsequent contract therein, shall waive any government immunity, if any, of the Township and shall extend to and include all direct and indirect agents and employees of the Contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the Contractor pursuant to the terms of this contract.

d. Hold Harmless Provision:

The Contractor will indemnify and save harmless the Township and all their officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract.

e. Equal Opportunity Employer:

The Contractor shall state in writing that he is an Equal Opportunity Employer.

18. Performance Bond:

The successful Bidder will be required to obtain and post a Performance Bond or other surety, in the amount of 100% of the total contract amount. Surety shall be approved by the Township.

19. Schedule of Payments:

The Municipality shall pay the Contractor for such collection of municipal waste, bulk trash and recyclable materials collected in accordance with the specifications in monthly payments. The first payment will be made on or about September 1, 2019 following the inception of the contract and monthly thereafter for services rendered the previous month. The amount payable per month shall be adjusted (monthly) to take into account additional and/or deleted dwelling units and Township Miles. Fuel Adjustment will be calculated monthly in accordance with 8.C. above.

20. Award Criteria

The Contract(s) shall be awarded only to the lowest responsive and responsible bidder(s) deemed to be qualified to provide the services specified. As the interest of the Township may require, the right is reserved to make award/s by individual services (i.e. MSW collection and/or Recyclable Material collection), "ALL or NONE", to award to one or more vendors, to reject any or all bids, to waive any minor irregularity in bids, and, at the Township's sole discretion, to re-bid the requested services. Notwithstanding the above, the Township anticipates awarding only one Contract.

Bids will be evaluated using the following evaluative criteria:

- Contractor's ability to meet the MSW and Recyclable Material collection, delivery, and disposal requirements described in Section 8.A, 8.B, and 8.C.
- Contract Price: 3-year Contract Price August 1, 2019 through July 31, 2022.
- Local equipment storage and maintenance yard.
- Appearance and condition of fleet and facilities.
- Company successfully provides similar services to neighboring Chester County communities.

END OF INSTRUCTIONS



UPPER UWCHLAN TOWNSHIP
Residential MSW and Recyclable Materials Collection
August 1, 2019 – July 31, 2022

PROPOSAL FORM
SIGNATURE PAGE AND AGREEMENT

Submitted by:

(Firm Name)

PLEASE PRINT

(Authorized Representative)

PLEASE PRINT

Date:

To: Upper Uwchlan Township
Cary B. Vargo, Township Manager
140 Pottstown Pike
Chester Springs, PA 19425

After examining all parts of this project for providing the collection services for Municipal Solid Waste and Recyclable Materials for Upper Uwchlan Township, we understand these specifications and hereby propose to furnish said services in strict accordance with all specifications for the sum indicated below.

Dwelling Units: 3,237 update before publication

	Year 1 (8/19 - 7/20)	Year 2 (8/20 – 7/21)	Year 3 (8/21 – 7/22)	Total 3 - Year Contract
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$	\$	\$	\$
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	\$	\$	\$	\$
B. Alternate Item Freon-containing items, per unit	\$	\$	\$	\$

Alternative 3-Year contract with (2) 1-Year contract extensions

	Total - 3 Years (8/19 – 7/22)	Year 4 (8/22 - 7/23)	Year 5 (8/23 – 7/24)
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$	\$	\$
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	\$	\$	\$
B. Alternate Item - Freon-containing items, per unit	\$	\$	\$

In submitting this proposal, it is understood that it is the right of the Municipality to reject any and all proposals or parts thereof, or waive any informalities or technicalities in said proposals.

This proposal shall remain firm for at least one hundred and twenty (120) days after Bid Opening.

Accompanying this proposal is a Bid Bond () or certified check () in the amount of \$ _____, which equals 10% of the "Total 3-Year Contract" amount.



UPPER UWCHLAN TOWNSHIP
Residential MSW & Recyclable Materials Collection
August 1, 2019 – July 31, 2022

Signed:

Firm Name

Authorized Representative

Print Name – Representative

Address:

Phone Number:

Email Address:

Website:

STATE OF) SS:
COUNTY OF)

I, _____, being duly sworn according to law, upon my oath depose and say:

I am the _____ of _____
(Title) (Firm's Name)

the Bidder herein, and I am duly authorized to respond to the foregoing questions on behalf of said Bidder.

I have read the foregoing questions and the answers which I have submitted in response thereto are true and correct in all respects to the best of my knowledge, information and belief.

Name

Title

Company

Sworn and subscribed to before me this

____ day of _____, 2019.

Notary Public

SEAL

BIDDER'S AFFIDAVIT

STATE OF)
COUNTY OF) SS:

I, _____, being duly sworn, deposes that he/she resides at _____ and that he/she is the _____ of _____.
(Title) (Firm's Name)

I am duly authorized to sign the bid and the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal for bids are true to the best of my knowledge and belief.

Affiant

Sworn and subscribed to before me this

____ day of _____, 2019.

Notary Public

SEAL

NON-COLLUSION AFFIDAVIT

STATE OF _____)
COUNTY OF _____) SS:

I, _____ being duly
Affiant

Sworn, deposes and says that I am _____
(sole owner, a partner, president, secretary, etc.)

of _____
Bidder's Name

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

Affiant

Sworn and subscribed to me before me this

day of _____, 2019.

Notary Public

SEAL

BIDDERS QUESTIONNAIRE

Each bidder shall provide the following information as an integral part of his or her bid; failure to answer all questions will render such bid as irregular and non-responsive.

- a. How many years' experience has your organization (bidder and/or bidder's parent subsidiary affiliated corporations) had in the collection of refuse in Municipalities? _____
- b. List five (5) Municipalities you or your organization are now providing collection services for, the number of units serviced in each Municipality and the names of the responsible Municipal Official in each to whom you report:

Municipality	Number of Units Serviced	Report To

- c. Provide address of storage and maintenance yard for equipment to be used for collection services in Upper Uwchlan Township.

- d. Who provides preventative maintenance and repair to the vehicles to be used for collection services in Upper Uwchlan Township, and where does this activity occur?

- e. Provide a detailed description/schedule of the preventative maintenance performed on all collection vehicles to be used for collection services in Upper Uwchlan Township.

- f. Indicate the local telephone number for your office, which will be available to receive calls from Township Officials

- g. Indicate the local telephone number for your office, which will be available to receive calls from Township Residents

- h. What equipment do you intend to obtain and use for the performance of the service contract? All equipment proposed to be used shall be no more than four (4) years old at the commencement of this contract. (Please complete the attached Equipment List Sheet).

- i. Have you or your organization, or any partners or officers thereof, failed to complete a Municipal Collection Contract or defaulted under any such contract? If so, where?

- j. Is your company associated with any other companies directly and/or indirectly? Yes _____
No _____ If so, give details.

- k. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a Municipal Collection Contract withdraw your bid, his or its bid? If so, for what reason?

I. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a Municipal Collection Contract, attempt to sell such bid? If so, for what reason?

m. Have you or your organization, or any partners or officers thereof, been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details, including the name and address of each judgment creditor; and the amount of each judgment.

By responding to this Request For Proposal and submitting a bid for consideration, Bidder grants Upper Uwchlan Township representatives permission to visit and inspect both the storage and maintenance yard as well as all vehicles to be used for collection services in Upper Uwchlan Township.

Dated: _____

Bidder: _____

By: _____

Title: _____

EQUIPMENT LIST

VEHICLES:

YEAR	MAKE	TYPE (automated side-loading, rear-loading, etc.)	CAPACITY (Cubic Yards)
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

OTHER EQUIPMENT USED TO PERFORM UNDER THIS SERVICE CONTRACT:

Bidder: _____

Signature: _____

Title: _____

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF _____)
 COUNTY OF _____)
 SS:

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

_____, and that I am the _____ of
 (Title)
 _____.
 (Name of Company)

In such capacity and for and on behalf of _____ it is hereby affirmed and
 agreed as follows:

1. _____ will not discriminate against an employee or applicant for employment
 (Name of Bidder)
 because of age, race, creed, color, national origin, ancestry, marital status or gender.
2. _____ will take affirmative action to insure all applicants are
 (Name of bidder)
 recruited and employed and that the employees are treated during employment without
 regard to their age, race, creed, color, national origin, ancestry, marital status or gender.
 Such action shall include, but shall not be limited to the following: employment, upgrading,
 demotion, or transfer; recruitment or recruitment advertising, layoff or termination rates of
 pay or other forms of compensation, and selection for training, including apprenticeship.
3. _____ will in all solicitations or advertisements for employees
 (Name of Bidder)
 placed by or on behalf of _____, state all qualified applicants will
 receive consideration for employment without regard to age, race, creed, color, national
 origin, ancestry, marital status or gender.

 Name of Company

Sworn and subscribed to before me this

____ day of _____, 2019.

 Notary Public

SEAL

AFFIANT RE:

ACCEPTING OF THE WORKER'S COMPENSATION ACT

STATE OF)
COUNTY OF) SS:

_____, being duly sworn according to law deposes and says that they have/he has/ it has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and has insured his/their/it's liability there under in accordance with the terms of said Act with _____.

Contractor

Signature

Sworn and subscribed to before me this

_____ day of _____, 2019.

Notary Public

SEAL

Upper Uwchlan Township
Budget - 2019

Projected Changes in Fund Balances

	General Fund	Solid Waste Fund	Capital Fund	Act 209 Fund	Liquid Fuels Fund	Water Resource Protection Fund	Sewer Fund	Total
Fund Balance, December 31, 2017	\$ 3,930,260	\$ 585,376	\$ 1,242,935	\$ 449,040	\$ 417,764	\$ 57,957	\$ 17,666,970	\$ 24,350,302
Net income through Sept. 30, 2018 (excludes transfers in/out)	1,203,189	401,241	(694,842)	81,114	33,190	(52,548)	(43,468)	927,875
Transfers through Sept. 30, 2018:								
To Capital Fund	(600,000)	(375,000)	975,000	-	-	-	-	-
To Act 209	-	-	-	-	-	-	-	-
To Water Resource Protection Fund	(100,000)	-	-	-	-	100,000	-	-
To Municipal Authority	-	-	-	-	-	-	-	-
Planned transfers through Dec. 31, 2018								
To Capital Fund	-	-	-	-	-	-	-	-
To Capital Fund - debt reduction	-	-	-	-	-	-	-	-
To Water Resource Protection Fund	-	-	-	-	-	-	-	-
To Municipal Authority	-	-	-	-	-	-	-	-
Projected net income (loss) - 4Q 2018	(283,758)	(175,775)	(214,111)	2,926	(12,612)	(3,985)	4,186	(683,129)
Projected Fund Balance, December 31, 2018	\$ 4,149,691	\$ 435,842	\$ 1,308,982	\$ 533,080	\$ 438,342	\$ 101,424	\$ 17,627,688	\$ 24,595,048

Fund balance retention - per policy at 35%	\$ 1,452,392
Fund Balance, December 31, 2018	4,149,691
Budgeted net income	486,568
Transfers budgeted:	
To Capital Fund	(150,000)
To Capital Fund - debt reduction	-
To Water Resource Protection Fund	(330,000)
To Municipal Authority - construction	-
Municipal Authority - transfer of new construction	-
To Act 209 Fund	-
Projected Fund Balance, December 31, 2019	\$ 4,156,258
	\$ 540,688
	\$ 1,886,321
	\$ 540,080
	\$ 501,894
	\$ 433,576
	\$ 17,824,602
	\$ 25,883,419

SOLID WASTE AND RECYCLING FUND**DESCRIPTION OF SERVICES PROVIDED**

The Solid Waste and Recycling Fund is used to manage revenues and expenditures directly related to the Township's Solid Waste and Recycling program. Chapter 148 of the Upper Uwchlan Township Code requires all residential property owners in the Township to dispose of recyclable materials and waste using the municipally contracted hauler. Chapter 148 also requires all commercial establishments to dispose of waste and recyclables in compliance with the code. Upper Uwchlan Township provides residential solid waste and recycling services to approximately 3,200 residential households using a "Toter" system. Each household has been issued one solid waste and one recycling container (or "Toter") 64 or 96 gallons in capacity. Chapter 148 limits residential solid waste collection to no more than 96 gallons/week. There is NO limit on the amount of recyclable materials collected. One bulk item pick-up per month is provided. The Township's program also includes thirty-six yard waste collection dates throughout the year and a permanent yard waste dumpster for residential use located at 132 Oscar Way. Materials accepted on yard waste collection days include yard debris, leaves, grass clippings, tree branches, Christmas trees, etc.

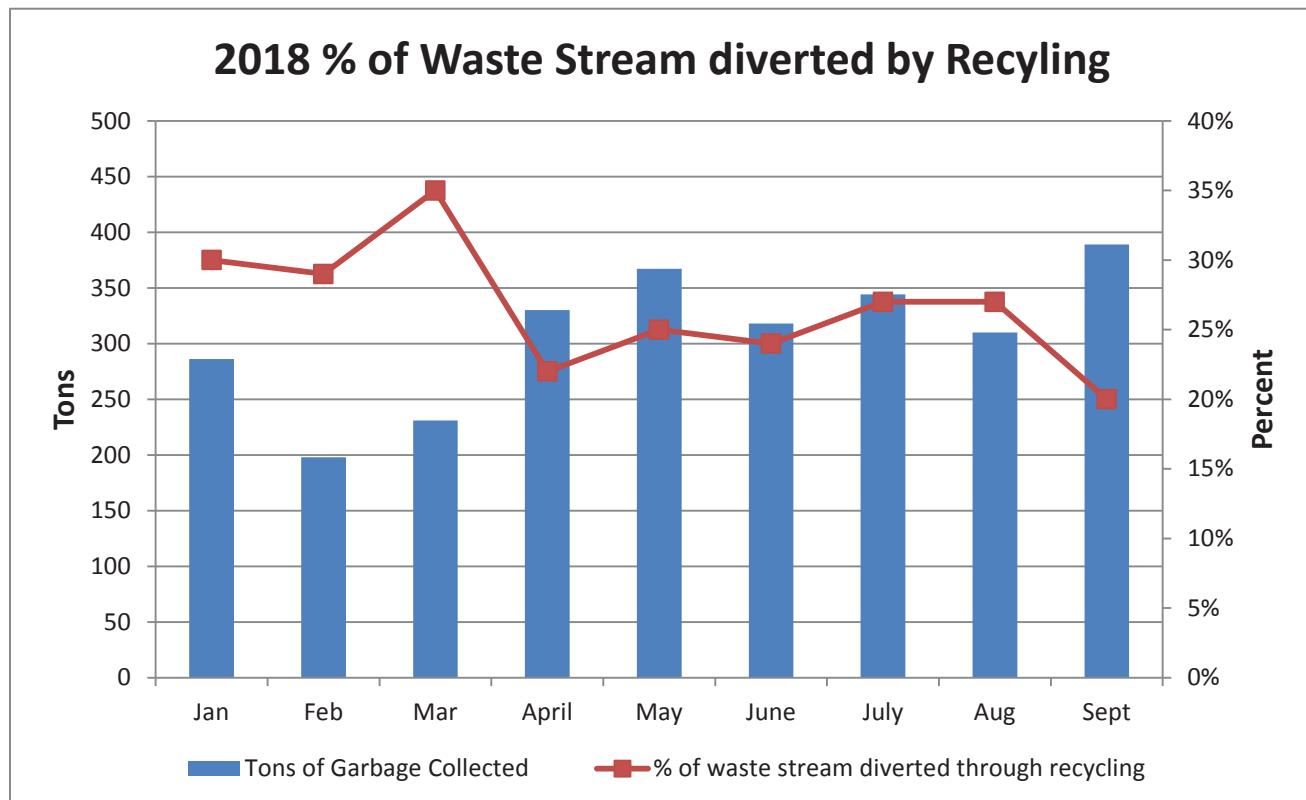
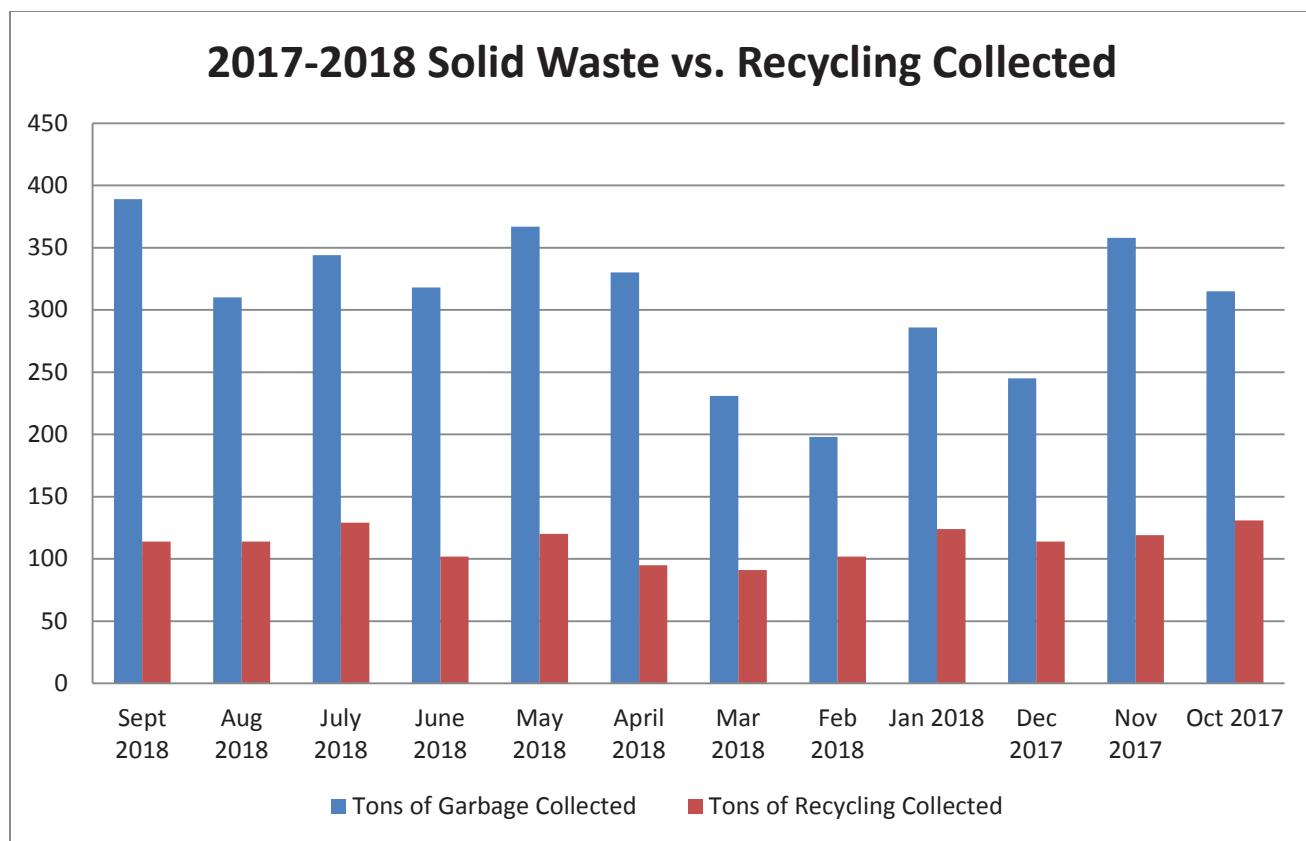
Throughout 2018, the Township continued their efforts to increase recycling and decrease the tons of municipal solid waste (MSW) being sent to the Chester County Solid Waste Authority Landfill. Costs for disposing solid waste include contracted hauler costs as well as tipping fees at \$63/ton. Due to nationwide and worldwide market changes and a decreased demand for recycled material, tipping fees for processing and marketing of recyclables has increased. In 2017 and prior, the Township received a rebate for recycled materials. In 2018, a tipping fee of \$12/ton was instituted. The Process and Marketing contract for 2019 increased this to a \$30/ton tipping fee for recyclables. Nonetheless, recycling still provides a savings in terms of disposal fees at \$33/ton. Considering this, as well as the difference in volume of 1 ton of recyclables versus 1 ton of MSW, recycling still offers a significant savings. The Township will aim to increase education of residents on the importance of the recycling program in 2019.

The Township will continue to track, on a monthly basis, tons of garbage collected, tons of recycling collected, tons of yard waste collected, percent of the waste stream diverted by recycling, and the percent of the waste stream diverted by composting yard waste collected. This data will allow the Township to identify monthly and annual trends and gauge the success of program changes, education, and communication.

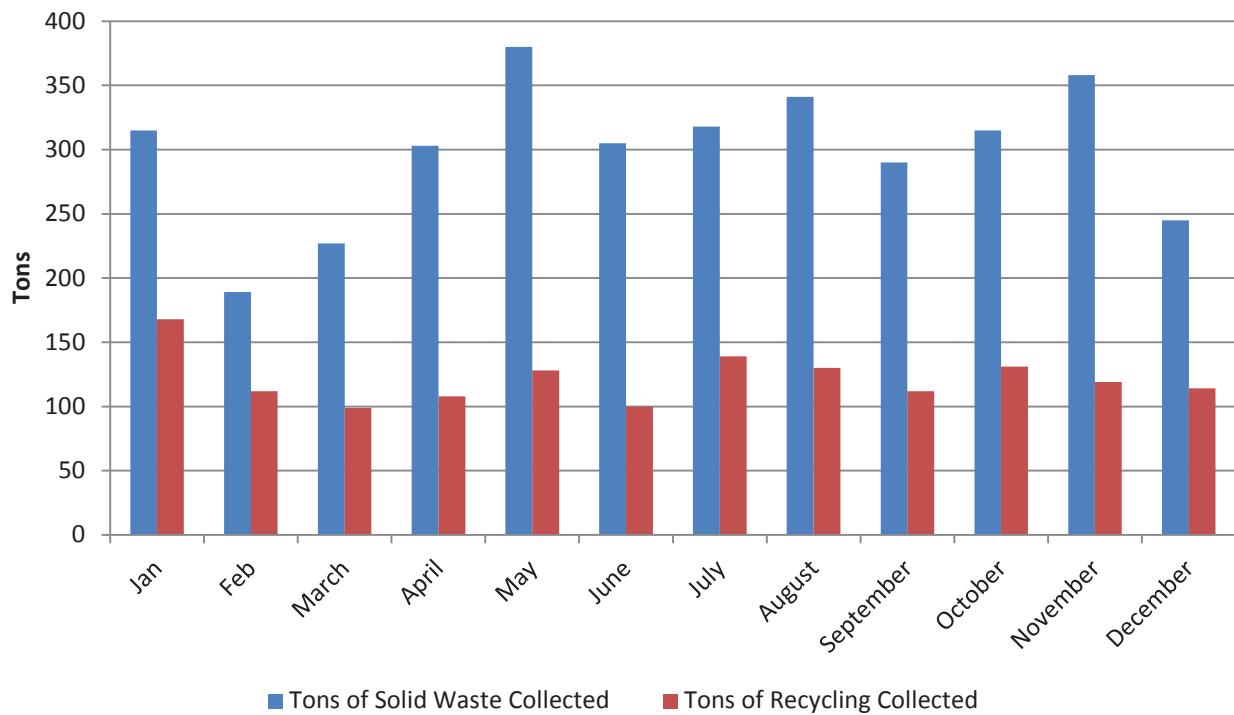
PERFORMANCE MEASURES

	2019 (projected)	2018*	2017
Percentage of the waste stream diverted through recycling	30%	27%	29%
Percentage of the waste stream diverted through yard waste collection	1%	1%	1%

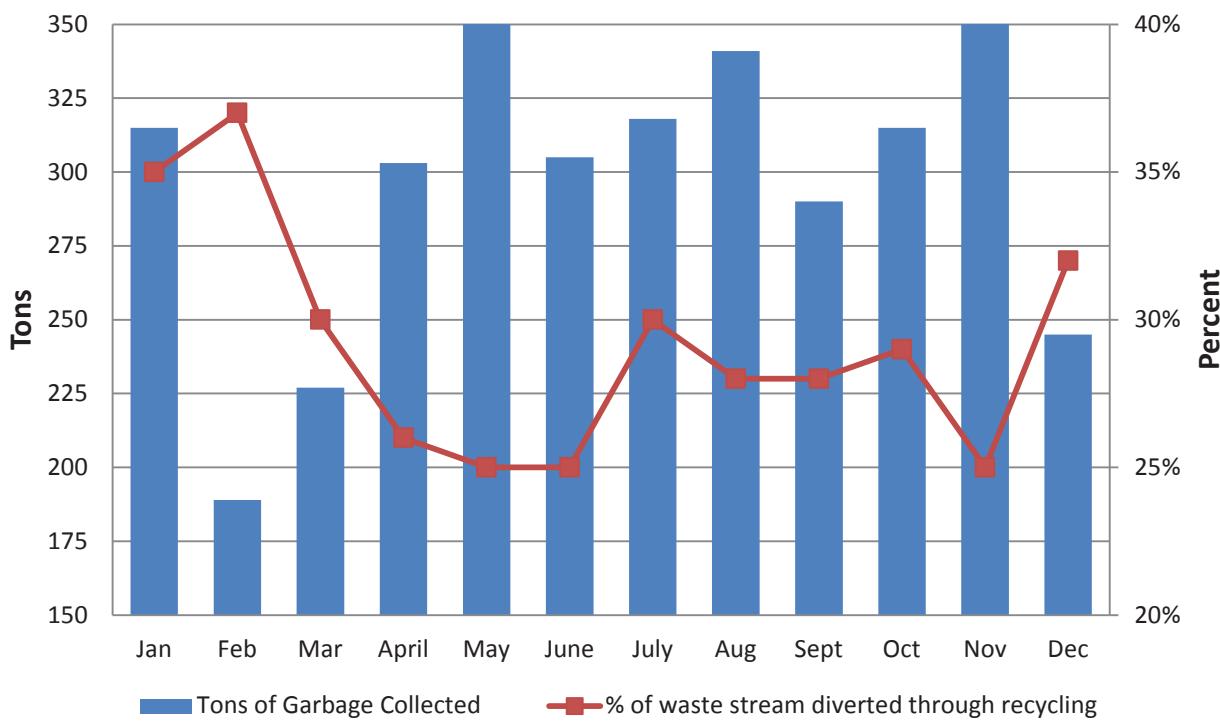
*As of 9/30/18



2017 Solid Waste Collected vs. Recycling Collected



2017 % of Waste Stream diverted by Recycling



**Upper Uwchlan Township
Solid Waste Fund
2019 Budget**

	Actual	Actual	Budget	Actual - 9/30	Budget	Budget	\$ Inc/(Dec)	%	Budget	Budget	Budget	Budget
	2016	2017	2017	2018	2018	2019	'18 Bud	Inc/(Dec)	2020	2021	2022	2023
INCOME												
341 INTEREST												
05-341-000-000	Interest Income	2,410	6,780	3,000	8,260	6,000	10,000	4,000	67%	10,000	10,000	10,000
364 SOLID WASTE REVENUE												
05-364-000-010	Solid Waste Income	980,775	1,006,414	980,000	978,287	1,012,130	1,025,124	12,994	1%	1,065,286	1,097,180	1,114,899
05-364-000-020	Recycling Income	3,607	7,701	8,000	425	8,000	-	(8,000)	-100%	-	-	-
05-364-000-025	Hazardous Waste Event	-	-	2,000	-	2,000	-	(2,000)	-100%	1,600	1,800	2,000
05-364-000-030	Leaf Bags Sold	278	115	500	65	500	500	-	0%	500	500	500
05-364-000-035	Scrap Metal Sold	149	95	500	-	500	500	-	0%	500	500	500
05-364-000-040	Equipment Purchase Grant (State)	-	-	145,000	-	-	-	-	#DIV/0!	-	-	-
	Performance Grant	145,354	34,462	48,000	25,095	48,000	25,000	(23,000)	-48%	50,000	50,000	50,000
Total 364 SOLID WASTE		1,130,163	1,048,787	1,184,000	1,003,873	1,071,130	1,051,124	(20,006)	-2%	1,117,886	1,149,980	1,167,899
392 INTERFUND TRANSFER												
05-395-000-000	Refund of Prior Year Expenses	-	-	-	-	-	-	-	0%	-	-	-
	Interfund Transfer - Other	-	-	-	-	-	-	-	0%	-	-	-
Total 392 INTERFUND TRANSFER		-	-	-	-	-	-	-	0%	-	-	-
Total 300 - INCOME	Total Income	1,132,573	1,055,567	1,187,000	1,012,133	1,077,130	1,061,124	(16,006)	(0)	1,127,886	1,159,980	1,177,899
EXPENSES		1,132,573	1,055,567	1,187,000	1,012,133	1,077,130	1,061,124	(16,006)	-1%	1,127,886	1,159,980	1,177,899
427 SOLID WASTE EXPENSES												
05-427-000-150	Bank Fees	45	15	200	80	200	200	-	0%	200	200	200
05-427-000-200	Supplies	-	1,724	11,000	-	2,000	2,000	-	0%	2,000	2,000	2,000
05-427-000-210	Utility Billing Expenses	552	2,000	1,540	2,000	2,000	2,000	-	0%	2,000	2,000	2,000
05-427-000-220	Postage	372	1,449	2,500	1,487	2,500	2,500	-	0%	2,500	2,500	2,500
05-427-000-230	Toters	6,129	24,818	1,000	996	12,000	12,000	-	0%	12,000	12,000	12,000
05-427-000-314	Legal Expense	1,096	12,745	8,000	5,769	9,000	9,000	-	0%	9,000	9,000	9,000
05-427-000-316	Training & Seminars	-	-	500	-	500	500	-	0%	500	500	500
05-427-000-420	Dues/Subscriptions/Memberships	125	-	125	-	125	125	-	0%	125	125	125
05-427-000-450	Contracted Services	574,214	569,462	573,854	441,279	603,175	657,863	54,688	9%	692,110	721,848	752,051
05-427-000-700	Tipping Fees - Solid Waste	224,699	222,473	229,500	152,034	234,090	234,090	-	0%	235,772	243,547	248,418
05-427-000-725	Tipping Fees - Recycling	-	-	-	-	-	36,000	36,000	100%	42,000	45,000	48,000
05-427-000-800	Recycling Disposal	63	2,752	6,000	7,707	6,000	-	(6,000)	-100%	-	-	-
TOTAL EXPENSES		807,295	835,438	834,679	610,892	871,590	956,278	84,688	10%	1,001,206	1,038,720	1,076,794
NET INCOME BEFORE OPERATING TRANSFERS		325,278	220,129	352,321	401,241	205,540	104,846	(100,694)	-49%	126,680	121,260	101,105
492 OPERATING TRANSFERS												
05-492-000-030	Transfer to Capital Fund	100,000	350,000	350,000	375,000	375,000	-	(375,000)	-100%	100,000	50,000	50,000
	Transfer to Water Resource Protection Fund	-	-	-	-	-	-	-	-	-	-	-
Total 492 OPERATING TRANSFERS		100,000	350,000	350,000	375,000	375,000	-	(375,000)	-100%	100,000	50,000	50,000
Total Expenditures		907,295	1,185,438	1,184,679	985,892	1,246,590	956,278	(290,312)	-23%	1,101,206	1,088,720	1,126,794
Net Ordinary Income		225,278	(129,871)	2,321	26,241	(169,460)	104,846	274,306	-162%	26,680	71,260	51,105
												(6,187)