

**BOROUGH OF NORTH CATASAUQUA**  
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**North Catasauqua, Pennsylvania 18032**  
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**REQUEST FOR PROPOSALS**  
**SPECIFICATIONS FOR REFUSE COLLECTION**  
**AND DISPOSAL FROM RESIDENTIAL UNITS**  
**WITH COLLECTION, PROCESSING, AND**  
**MARKETING OF RECYCLABLES**

**Issued: December ~~13~~14, 2020**

**Deadline for Submissions: ~~December 30, 2020~~ January 4, 2021**

## **SECTION 1 – BIDDING PROCEDURE**

### **1.1 Purpose of this Request for Proposals (“RFP”).**

The Borough of North Catasauqua (hereinafter “Borough”), a municipal corporation with its principal office in North Catasauqua, Pennsylvania is soliciting competitive sealed proposals (hereinafter “proposal”) from professional firms (each a “Bidder”) interested in providing refuse collection and disposal services and collection, processing, and marketing of recyclables from the residents of the Borough (inclusive of all required tasks, deliverables and products, collectively referred to herein as “Services”). The Borough is accepting bids for ~~three (3)~~ thirty-five (35) or ~~five (5)~~ fifty-nine (59) year-month terms. If the Borough elects to make an award to a Bidder in connection with the Services, the Proposed Form of Contract and General Conditions included as Attachment A to this RFP, as well as all documents incorporated therein shall form the entire agreement between the Borough and the successful Bidder (“Contract”).

### **1.2 Examination of Contract Documents and Site.**

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

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

Bidders shall carefully review this RFP for defects, inconsistencies, or ambiguities. Comments or questions concerning defects, inconsistencies, or ambiguities must be made in writing and received by the RFP’s point of

contact, at least ten (10) business days prior to the Proposal Deadline to allow for the issuance of any necessary addenda.

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

### **1.3 Bid Form.**

All bids must be submitted in conformity with the requirements of this Request for Proposals and Specifications, the Contract, and the documents appended thereto. For this reason, all bids must be submitted on the Bid Forms furnished by the Borough.

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

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

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

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

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

### **1.4 Bid Pricing.**

Bid pricing shall include all labor, equipment, and all other costs necessary to provide the service. Any discounts offered for early payment shall be set forth in the proposal. The Borough is exempt from State and Federal taxes. The bid price must be net exclusive of taxes. The successful bidder may claim no exemption for the purchase of materials, supplies, equipment, or parts necessary to satisfy bid requirements.

### **1.5 Transmittal Letter.**

Proposals shall include a brief letter which provides the Bidder's name; address, telephone, and fax number; name, title, telephone number, fax number, and email address of the contact person for the Proposal. The transmittal letter shall also include an acknowledgement of each RFP addendum received (if applicable), and a statement that the Proposal is valid for sixty (60) days from the Proposal opening date.

### **1.6 Business Certification.**

Each Proposal shall include a Business Certification form, which shall, in addition to providing all other requested information, outline:

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

### **1.7 Conflicts of Interest.**

Each Proposal shall include an Affidavit of Non-Collusion indicating whether or not any principals of the Bidder, their spouse, or their child is employed by the Borough, and whether or not the Bidder has a possible conflict of interest, and if so, the nature of the conflict.

To preserve the integrity of Borough employees and elected officials and to maintain public confidence in the RFP process, the Borough prohibits the solicitation or acceptance of anything of value by a Borough employee or elected official from any person seeking to initiate or maintain a business relationship with borough departments, boards, commissions, and agencies.

Bidders shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the Borough or their designees. Nor shall any Bidder favor any employee, elected official of the Borough or their designees with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.

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

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

**1.9 Insurance.**

Each Bidder must provide with its Proposal a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in the Proposed Form of Contract and General Conditions.

**1.10 Counter-Terms.**

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

**1.11 Alternative Proposals.**

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

### **1.12 Bid Security.**

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

### **1.13 Non-Discrimination by Borough.**

No bidder who satisfies all requisites herein shall be discriminated against because of race, color, age, veteran status, disability, family status, religion, gender, or national origin.

### **1.14 Submission of Bids.**

All proposals must be received by the Borough no later than 3:00 p.m. on January 4, 2021~~2020~~ (hereinafter "Proposal Deadline"). **Proposals received after the Proposal Deadline will not be considered.** Proposals may be mailed to: Tasha Jandrisovits, Borough Secretary, 1066 Fourth Street, P.O. Box 150, North Catasauqua, Pennsylvania, 18032, or hand-delivered to the Borough Office at 1066 Fourth Street, North Catasauqua, Pennsylvania, 18032 between 8:00 a.m. and 4:00 p.m. The Borough is not responsible for bids submitted by mail which are not received by the deadline.

### **1.15 Qualification to Do Business.**

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

#### **1.16 Preparation Costs.**

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

#### **1.17 Reservation of Rights.**

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

1. To reject all Proposals and re-issue the RFP at any time prior to execution of an Contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
2. To reject any Proposal if, in the Borough's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Bidder does not meet the qualification requirements set forth herein, or it is otherwise in the best interest of the Borough to reject the Proposal.
3. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of the Contract.
4. To accept or reject any or all of the terms of any Proposal and award the Contract for the whole or only a part of any Proposal if the

Borough determines, in its sole discretion that it is in the Borough's best interest to do so.

5. To reject the Proposal of any Bidder that, in the Borough's sole judgment, has been delinquent or unfaithful in the performance of any contract with the borough, is financially or technically incapable, or is otherwise not a responsible Bidder.
6. To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the Borough's sole judgment, material to a Proposal.
7. To permit or reject, at the Borough's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals in accordance with the terms of this RFP.
8. To request that one or more of the Bidders modify their Proposals or provide additional information.
9. To request additional or clarifying information from any Bidder at any time, including information inadvertently omitted by Bidder.
10. To require that Bidders appear for interviews and/or presentations of their Proposals at Borough offices.
11. To conduct such investigations as the Borough considers appropriate with respect to the qualification of any Bidder and with respect to the information contained in any Proposal.

**1.18 RFP Timeline**

The following is the Borough's estimated timeline for the RFP Process:

Issue RFP	<u>December 14, 2020</u>
Cutoff for Submission of Written Questions	<u>December 30, 2020</u>
Deadline for Submission of Proposals	<u>January 4, 2021</u>
Opening of Submitted Proposals	<u>January 4, 2021</u>
Borough's Review of Proposals	<u>January 11, 2021</u>



Interview Firms (if necessary)	January 11, 2021
Issue Notice of Contract Award	January 18, 2021
Commencement of Work	February 1, 2021

## **SECTION 2 – BID SUBMISSION AND ACCEPTANCE**

### **2.1 Public Information/Confidentiality of Proprietary Information.**

Upon submission, all Proposals and accompanying materials become the property of the Borough and may be returned only at the Borough's option. Information contained in the Proposals will be kept confidential during the Bid evaluation process. Thereafter, all Proposals become public information subject to disclosure upon request, pursuant to the procedures set forth in Pennsylvania's "Right to Know" laws (65 P.S. §§ 67.101-67.3104). Requests for photocopies must be made in writing and will be provided to the requestor for a nominal per page fee.

Trade secrets and other proprietary information contained in Proposals may remain confidential. The Bidder shall clearly identify any confidential information in their proposal. The Bidder shall also make a written request of the Borough to safeguard such information as confidential. Upon consideration of such request, the Borough shall respond to the Bidder in writing. Information shall be held in confidence only upon the Borough's written agreement to do so.

### **2.2 Amendments to Submitted, Unopened Proposals.**

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

### **2.3 Opening of Bids.**

Proposals will be opened at a public meeting of the North Catasauqua Borough Council at 7 p.m. on \_\_\_\_\_, ~~2020~~ January 4, 2021. All Bidders are encouraged to be present. Only the name of each Bidder will be publicly available. All other information contained in each

Proposal shall be treated as confidential to avoid disclosure of contents prejudicial to competing Bidders.

#### **2.4 Bid Consideration Period.**

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

### **SECTION 3- BIDDER SELECTION**

#### **3.1 Communication with Bidders.**

Borough Council members will review and evaluate Proposals submitted in response to this RFP. The proceedings are confidential and council members shall not be contacted by any Bidder unless in response to an inquiry by the Borough. All communication between Bidders and the Borough shall be through Tasha Jandrisovits.

#### **3.2 Bid Evaluation.**

Proposals will be evaluated against the Bidder's ability and competency in the performance of the required Service as indicated by training and experience, possession of requisite certifications, permits, and licenses, past performance, compliance with the requirements of the RFP, the proposed bid price, and any other criteria which the Borough may, at its sole discretion, deem relevant to the selection of the most responsible Bidder.

#### **3.3 Bidder Interviews.**

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

#### **3.4 Right to Negotiate.**

Only after a Bidder has been selected, the Borough reserves the right to negotiate with the Successful Bidder for modification of any component of the Contract, including, without limitation, the scope of services, price, or schedule for completion.

### **3.5 Award of Contract.**

If the Borough elects to award the Contract pursuant to this RFP, it intends to award the Contract to the responsible and responsive Bidder whose Proposal is determined to provide the best overall value to the Borough.

## **SECTION 4 – SUCCESSFUL BIDDER REQUIREMENTS**

### **4.1 Permits and License.**

The Successful Bidder (hereinafter “Contractor”) shall procure and maintain all permits and licenses, pay all charged and fees associated therewith, and give all necessary notices required by law for the performance of the Services.

### **4.2 Performance Bond.**

Within twenty (20) days of award, the Contractor shall furnish an acceptable bond guaranteeing the performance of the Services, with surety in the amount of one hundred percent (100%) of the Contract. The surety company shall be legally authorized to do business in the Commonwealth of Pennsylvania, and shall evidence that the surety agrees to furnish a performance bond for the full amount of the Contract, and that such bond shall comply in all respects with all laws applicable to the award of contracts by Boroughs. All bonds signed by an agent must be accompanied by a certified statement of authority to act by the consent of the surety.

### **4.3 Status.**

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

### **4.4 Hold Harmless Provisions.**

The Contractor shall safeguard against any and all injury or damage to persons, public property, private property, materials and things, and shall be

solely responsible for any and all damage, loss, or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work, without regard to whether or not the Contractor, a subcontractor, agents, employees or assigns have been negligent, and the Contractor shall keep the Borough free and discharged of any and all responsibility and/or liability of any kind. The Contractor shall assume all responsibility for all risks and casualties of every description, for any and all damage, loss, or injury to person or property arising out of the work, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local law, regulation, or ordinance. The Contractor shall indemnify and save the Borough harmless from all suits or actions at law or any kind whatsoever in connection with this work, and shall, if required by the Borough, produce evidence of any settlement of such action before final payment shall be made by the Borough under the contract. The Contractor's Liability Insurance Certificate shall include a save harmless clause meeting these specifications.

#### **4.5 Insurance Certificates.**

Prior to the commencement of the work outlined in the Contract, Contractor shall furnish the Borough with insurance certificates of adequate limits, as further described in the Bid Specifications, to protect the Borough, its agents, and employees from liability in any litigation involving Worker's Compensation, Public Liability, or Property Damage arising from the Contractor's performance of the work under the contract. These shall include:

Any and all subcontractors must also furnish copies of their liability insurance and Worker's Compensation insurance certificates to the Borough. No contractor or subcontractor shall perform any work under this contract until and unless such certificates are submitted and approved by the Borough.

All policies shall be held with companies having an A.M. Best rating of "A-" or better, and licensed to do business in Pennsylvania.

#### **4.6 Equal Employment Opportunity.**

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

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

#### **4.7 Alteration to Scope of Work.**

Any alterations or modifications of the work to be performed under this Contract shall be made only by written agreement between authorized representatives of the Contractor and the Borough, and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless permitted in writing.

#### **4.8 Subcontracts.**

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

#### **4.9 Permits, Licenses and Taxes.**

The Contractor shall, at its expense, pay all fees and procure and maintain all licenses and permits necessary to conduct the work required under the Contract.

#### **4.10 Observance of Laws, Ordinances, Rules and Regulations.**

At all times during the term of this Contract, the Contractor shall observe and abide by all Federal, State and Local laws, ordinances, rules and regulations which bear in any way on its business and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall fully comply with any and all State and/or Federal laws, rules, and regulations as they relate to hiring, wages and conditions of employment.

### **SECTION 5 – THE CONTRACT**

#### **5.1 Generally.**

The Contract resulting from the award of this RFP will be governed by the terms and conditions set forth in the Proposed Form of Contract and General Conditions at Attachment A hereto, and incorporated herein by reference. In their Proposal, Bidders must state any and all objections to any part of RFP or Proposed Form of Contract and General Conditions, and the reasons therefor.

#### **5.2 Execution of Contract.**

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

#### **5.3 Content of Contract.**

The Contract will incorporate this RFP, the Bidder's Proposal, and any additional terms or conditions deemed necessary by the Borough as a result of any negotiations.

#### **5.4 Tax-Exempt Status.**

The Borough is tax-exempt and shall be billed accordingly.

## **5.5 Early Termination of Contract.**

The Borough shall have the right to terminate the contract or a portion thereof prior to the end of the term if:

1. The Contractor is not complying with the specifications of the Contract;
2. The Borough becomes aware of circumstances making it in the public interest to void the Contract;
3. The Contractor refuses, neglects, or fails to supply the work required under the Contract;
4. The Contractor refuses to proceed with work when and as directed by the Borough;
5. The Contractor abandons the work.