

REQUEST FOR PROPOSALS

Separate sealed proposals will be received by the Office of the City Controller, 340 North Washington Avenue, Scranton, Pa. 18503 until **Wednesday, September 30, 2020 at 10:00 a.m.** at which time proposals will be opened in City Hall Chambers and available for public viewing at **www.youtube.com/user/electriccitytv570** for the following:

THE COLLECTION AND MARKETING OF RESIDENTIAL RECYCLABLES FOR THE CITY OF SCRANTON

Proposals shall be made on the official proposal from the attached specifications which may be obtained from the City of Scranton Purchasing Department, 340 North Washington Avenue, Scranton, Pa. 18503 and which may be had by bona fide bidders. Copies can be obtained on the City website at: **www.scrantonpa.gov**. If you intend to submit a proposal, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at: **jreed@scrantonpa.gov**. If you fail to notify the Purchasing Clerk of your intent to submit a bid, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

Bids will be received and identified by "**The Collection and Marketing of Residential Recyclables for the City of Scranton**". Due to the closure of City Hall, all proposals will be submitted electronically to John Murray, City Controller for the City of Scranton via: **https://www.dropbox.com/request/ejJ4Nsrn4vJfYO8KzBNX** so as to arrive by the date and the time specified above. The City will require a PDF document of this proposal. If you have any technical questions, please submit them via email to Thomas Preambo, Director of the Department of Public Works at: **tpreambo@scrantonpa.gov**.

Each proposal must be accompanied by a signed proposal, certificate of insurance, a signed anti-collusion, affirmative action, certificate of non-segregated facilities affidavit and a signed disclosure form.

The contract will be awarded to the lowest, most responsible bidder; however the City reserves the right to reject any or all said bids or any part of any bid in connection with said project.

Carl Deeley
Business Administrator

CITY OF SCRANTON
INVITATION TO BIDDERS/BID SPECIFICATIONS

I. **Introduction.** The City of Scranton (the "City") will accept bids for a contract to collect and market residential recyclables. The City will pick up and deliver residential recyclables once per week from homeowners in the City of Scranton. The recyclables will be delivered to bidder's facility on the day they are picked up.

Residential Recyclables include the following:

- A. Commingle-glass, aluminum and plastic. Approximately 1,600 tons per year;
- B. Newspaper, office paper and magazine. Approximately 1,600 tons per year;
- C. Cardboard. Approximately 1,200 tons per year;
- D. Christmas Trees. Approximately 700 tons per year;
- E. Leaves and bulk farm and biodegradable brown bags. Approximately 125 tons per year;
- F. Brush and branches. Approximately 10 tons per year;
- G. Wood chips and materials from trees and wood pallets. Approximately 2 tons per year;
- H. Tires. Once per year. Approximate weight unknown.
- I. White goods. Once per year. Approximate weight unknown.
- J. E-Recycling products. Once per year. Approximate weight unknown.

II. **Bid Requirements.** Any person wishing to submit a bid on this project must comply with the following:

- A. Complete, sign and submit the Bid Sheet attached hereto.
- B. Complete, sign and submit the Non-Collusion Affidavit attached hereto.

- C. Complete, sign and submit the Non-Segregated Facilities Affidavit attached hereto.
- D. Complete, sign and submit the Affirmative Action Certificate attached hereto.
- E. Complete, sign and submit the Non-Discrimination Affidavit attached hereto.
- F. Disclose to the City the existence of any City official or employee having a direct or indirect financial interest in the bidder's firm or in the contract upon which the bid is submitted by signing the Disclosure of Current Contractors form, Attachment E.
- G. Refrain from attempting to, or influencing a City official to award this contract by promising or providing the City official with any gratuity, entertainment or commission.
- H. Refrain from any collusive bidding practices with respect to this bid.
- I. Submit all documents referred to above in PDF format to John Murray, City Controller for the City of Scranton via:
<https://www.dropbox.com/request/ejJ4Nsrn4vJfYO8KzBNX>, so as to arrive by September 30, 2020 at 10:00 a.m.

III. **Pre-Award Process.** The following requirements shall govern the Pre-Award Process:

- A. Bidder shall allow the City to inspect his recycling facility during the pre-award process.
- B. Bidder proposal shall be binding for a period of 90 days, following submission.
- C. Bidder will be responsible for all expenses incurred in connection with a submission for a bid for this project.

- D. The City of Scranton will not be responsible for all expenses incurred in connection with a submission for a bid for this project.
- E. The submission of a bid constitutes conclusive evidence that the Bidder has reviewed the invitation to bid, understands its provisions and agrees to be bound by them.
- F. No verbal communication to bidders will be binding on the City. Any alterations to this invitation to bid will be made in the form of a written communication from the City to prospective bidders. Any such communication shall then be considered part of this Invitation to Bid.
- G. The City will respond in good faith to any inquiries from prospective bidders concerning this Invitation to Bid. The City, however, reserves the right to reject any and all requests by bidders for additional information, or explanation of the terms of this Invitation to Bid.
- H. The City reserves the right to waive provisions of this Invitation to Bid.
- I. The award will be made by the City to that responsive and responsible bidder, who has conformed to the requirements of this request and whose proposal will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest cost.
- J. The considerations relevant to the evaluation made by the City with respect to bids submitted, shall include, but not be limited to the experience of the bidder in recycling projects and resources and ability of the bidder to complete the work in a timely and professional manner.

- K. The City shall have the right during the pre-award process to make any additions or deductions from the items or work covered by this Invitation to Bid.
- L. After notice from the City, the bidder will be required to enter into a contract upon the receipt of the Notice of Award. Such a contract is not executed by the successful bidder, and then the City reserves the right to rescind the Notice of Award and enter into a contract with another bidder.

IV. **Contract Terms**. The Contract between the City and a successful bidder shall include, but may not be limited to the following terms.

- A. The term of the contract shall be for a period of 5 years and shall be automatically renewed thereafter unless either party shall give the other party 90 days written notice of the intent not to renew.
- B. The contract will be subject to public disclosure under the Pennsylvania Right to Know Law.
- C. The contract shall be in writing, shall include the entire agreement of the parties and shall only be amended only by a writing signed by all parties.
- D. The contract shall prohibit the successful bidder from hypothecating or mortgaging the agreement without written consent of the City.
- E. A successful bidder who has been awarded a contract shall make its facility and all records available to the City for inspection and review at all times during the performance of the contract.
- F. A successful bidder who has been awarded a contract agrees to carry the following insurance during the term of the contract:
 - I. Worker's Compensation-statutory.

- II. Comprehensive General Liability-minimum coverage, \$1,000,000.00 per occurrence.
 - III. Employer's coverage-minimum coverage, \$500,000 per occurrence.
 - IV. Automobile liability-\$500,000.00 per occurrence.
 - V. Property damage, minimum coverage, \$500,000 per occurrence.
- G. A successful bidder who has been awarded a contract shall issue certificates of insurance reflecting the above coverage which certificate shall name the City as an additional named insured.
- H. A successful bidder who has been awarded a contract shall observe and comply with all laws, ordinances, regulations and codes of the federal, state, city and other government agencies, which may in any manner apply to the performance of the contract or to the operation of contractor's facility.
- I. A successful bidder who was awarded a contract shall also obtain and maintain in good standing all licenses required by the City and any other governmental agency concerning the operation of its facility.
- J. A successful bidder who has been awarded a contract shall be current with all City tax obligations during the term of the contract.
- K. A successful bidder who has been awarded a contract shall operate a facility with hours of operation for accepting recycling products from the City between 7:00am-4:00pm, Monday through Saturday, with the exception of holidays.
- L. A successful bidder who has been awarded a contract shall operate a facility and office that shall have a staging area sufficient for a minimum of two (2) rear loading ten- ton Packmasters, or any other vehicles used by the City to deliver recyclable materials to the facility.

- M. The facility shall have scales capable of weighing delivery vehicles, pre and post load.
- N. A successful bidder who has been awarded a contract shall keep accurate weight records and shall provide them to the City on request.
- O. A successful bidder who has been awarded a contract shall be responsible for all expenses related to the operation of its facility. The City shall have no financial obligation to a successful bidder who has been awarded a contract operate, other than to pay the agreed-on price for the recyclables delivered to Operator.
- P. A successful bidder who has been awarded a contract shall retain all revenues from the sale of recycling product.
- Q. A successful bidder who has been awarded a contract shall have the sole responsibility for the management and operation of its recycling facility. All personnel working at the facility shall be employees of the successful bidder who has been awarded a contract and not of the City.
- R. If a successful bidder who has been awarded a contract's facility is located outside of the City of Scranton, successful bidder agrees to reimburse the City for all costs directly or indirectly incurred by the City as a result of the City being required to deliver recyclables to a facility outside the City limits. These costs shall include, but not necessarily be limited to, repair and maintenance on vehicles, depreciation on vehicles, labor costs and fuel costs.
- S. In the event that City and the successful bidder who has been awarded a contract cannot agree on a formula to determine said costs, the parties shall jointly apply to the Court of Common Pleas of Lackawanna County for the appointment of an

arbitrator to make such a determination and establish such formula. Said determination shall be binding on all parties.

- T. A successful bidder who has been awarded a contract invoice the City for recyclables received on a monthly basis. Said invoice shall include each category of recyclables received and the amount due the successful bidder by City. In paying said invoices, City shall have the right to reduce the amount the additional costs incurred by the City in delivering said recyclables outside of the City limits, as per the previous paragraph.
- U. The contract shall include a non-severability provision indicating that if any provision of the agreement is determined to be unenforceable by a court of jurisdiction, such provision shall be deemed severable and the remaining provisions of the agreement shall be enforced.
- V. Successful bidder who was awarded a contract shall agree to indemnify and hold harmless the City as to any claims arising from the operation and management of its recycling facility.
- W. The contract shall contain a non-waiver provision indicating that the failure of any party to require the performance of any term obligation in the agreement, does not preclude that party from any subsequent enforcement of such term of obligation, or be deemed a waiver of any subsequent breach.
- X. The contract shall incorporate the provisions of this invitation to bidders.
- Y. The contract shall be interpreted in the accordance with the laws of Pennsylvania and all disputes between the parties shall be resolved in arbitration in the County of Lackawanna by a panel of three arbitrators. One arbitrator shall be appointed

by the successful bidder, one appointed by the City and one appointed by the other two arbitrators, or by the Court of Common Pleas of Lackawanna County in the event that the two arbitrators appointed by the parties are unable to agree as to the appointment of the third arbitrator.

- Z. The contract shall contain appropriate provisions allowing either party to terminate for cause, provided that each party has a 45-day grace period to cure any default.
- AA. The City shall deliver, at its cost, all recyclable materials to the recycling center during its hours of operation. If outside the City, see section R above.
- BB. The recycling center shall have the right to reject any recyclable materials not set forth in the contract of this Invitation to Bid.
- CC. The contract shall be binding upon the parties and their respective successors and assigns.
- DD. The successful bidder who has been awarded a contract shall be responsible for the safe and efficient operation of its facility. The successful bidder shall maintain the facility with due regard to the safety of its employees, City officials and visitors. The successful bidder shall exercise its best efforts to ensure that all recyclable materials in its possession are kept indoors or in contained bins, so as to ensure that the facility does not become an eye sore to the community or that the recyclable materials do not inadvertently spread onto public or private property.

BID SHEET

1. **Identity of Bidder:**

Name: _____

Address: _____

Email: _____

Telephone: _____

2. **Location of Bidder's facility:**

Address: _____

3. If Bidder is not owner of the Facility, please provide:

Date of Bidder's Lease: _____

Term of Bidder's Lease: _____

4. Bidder enters into a contract with the City pursuant to the Invitation to Bids and proposes to accept recyclable materials from the City pursuant to the Invitation to Bids on the following terms:

MATERIAL	PER TON CHARGE TO CITY
Comingle	
Glass	
Newspaper, office paper and magazines	
Cardboard	
Christmas Trees	
Leaves and Bulk	
Leaves and Biodegradable Brown Bags	
Bushes and Branches	
Woodchips and Materials from Trees	
Wood Pallets	
Tires	
White Goods	
E-Cycling Products	

INSTRUCTIONS TO BIDDERS:

1. If you do not accept any of the above recycling materials, please write in "do not accept" in the right-hand column.
2. If you do not charge for any of the above recycling materials please write "do not charge" in the right-hand column.

Attachment B. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall

furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment C. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

1. He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20_____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20_____

**Attachment E. Disclosures by Current
Contractors**

List of Municipal Officials

Mayor of Scranton

Scranton City Councilpersons

Scranton Controller

Scranton Tax Collector

1. Provide the names and titles of all individuals providing professional services to the City including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;

List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.

2. Since January 1, 2015, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.
3. Since January 1, 2015, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
4. Since January 1, 2015 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
5. Since January 1, 2015, has the contractor, officer, director, executive-level employee, or owner of at least five percent (5%) of the company made any contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes,

