

**REQUEST FOR PROPOSALS**  
**COLLECTION AND DISPOSAL OF**  
**MUNICIPAL SOLID WASTE**

Department of Public Works  
Solid Waste Division  
City of Reading, Pennsylvania



<b>DESCRIPTION</b>	<b>PAGE NO.</b>
NOTICE TO CONTRACTORS .....	3
REQUEST FOR PROPOSALS .....	5
1. INTRODUCTION .....	5
2. PURPOSE .....	5
3. ANTICIPATED RFP TIMETABLE .....	6
4. PRE-PROPOSAL CONFERENCE .....	6
5. PROPOSER’S CLARIFICATION .....	6
6. SITE INSPECTIONS .....	6
7. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS .....	7
8. SUBMITTAL OF PROPOSALS .....	7
9. INCLUDE THE FOLLOWING INFORMATION .....	8
10. EVALUATION PROCESS .....	12
11. DISPOSITION OF PROPOSALS .....	13
12. CONTRACT NEGOTIATIONS .....	14
13. AWARD OF CONTRACT .....	14
14. EXECUTION OF CONTRACT .....	14
15. CONTRACT TERM .....	14
16. CONTRACT TERMINATION .....	14
17. LEGAL REQUIREMENTS .....	15
18. CONFLICT OF INTEREST .....	15
19. ALL PROPOSALS BINDING .....	15
20. INSURANCE .....	15
21. WORKERS’ COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE .....	15
22. EQUAL EMPLOYMENT OPPORTUNITY .....	17
23. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED .....	17
24. ALTERATIONS OR MODIFICATIONS .....	18
25. RIGHT TO AUDIT RECORDS .....	18
26. DISSEMINATION OF INFORMATION .....	18
27. BUSINESS PRIVILEGE TAX .....	18
28. PERMITS/LICENSES .....	18
29. OBSERVANCE OF LAWS, ORDINANCES, AND REGULATIONS .....	18
30. WITHDRAWAL OF PROPOSALS .....	19
31. RESERVATION OF RIGHTS BY THE CITY .....	19

**ATTACHMENTS**

- ATTACHMENT 1 – REQUIRED FORMS
- ATTACHMENT 2 – TECHNICAL SPECIFICATIONS
- ATTACHMENT 3 – SAMPLE CONTRACT

**CITY OF READING, PENNSYLVANIA**

**NOTICE TO CONTRACTORS**

Request for Proposals (RFP)  
Residential Municipal Solid Waste and Recyclables Collection and Processing

The City of Reading (“City”) will receive sealed proposals for “**Residential Municipal Solid Waste and Recyclables Collection and Processing**” in the Office of the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading PA, until 3:00 pm, prevailing time on October 14, 2021. A mandatory pre-bid conference meeting will be held on September 23, 2021, at 11AM in the 3<sup>rd</sup> Floor Conference Room in City Hall. Prospective Proposers must submit their intention to attend via email: [purchasing@readingpa.gov](mailto:purchasing@readingpa.gov). Written questions regarding the RFP documents shall be submitted by 3:00 pm, October 14, 2021 to the attention of Tammi Reinhart, via email: [purchasing@readingpa.gov](mailto:purchasing@readingpa.gov).

The City is seeking competitive pricing from qualified contractors for the services below. Pricing is requested for collection, disposal, and recyclables processing from one Contractor who has the capability to perform collection, disposal, and recyclables processing services. The provision of services may be provided directly by the Proposer or through subcontracts.

**Residential Collection Services Requested:** Weekly curbside collection of municipal solid waste from residential units with six (6) or fewer units, including one (1) bulky item, single-stream recyclables collected on the same day as solid waste-

The RFP package, including proposal forms, can be obtained online at <https://www.readingpa.gov/node/5595> or by contacting the City of Reading Purchasing Division at [purchasing@readingpa.gov](mailto:purchasing@readingpa.gov).

**Deleted:** and on Penn Bid ([www.pennbid.procurement.com](http://www.pennbid.procurement.com))

Each Proposal shall be accompanied by bid surety in the amount of ten percent (10%) of the Proposal. A certified check or bid bond will be accepted.

The City reserves the right to accept or reject any and all Proposals, to reject any part of a Proposal that may not be in the public interest, and to award contracts separately or combined for the proposed services.

**FORMAL NOTICE – REQUEST FOR PROPOSALS (RFP)**

<b>SUBMIT RFP TO:</b> City of Reading Purchasing Division 815 Washington Street, Reading, PA 19603	<p align="center"><b>REQUEST FOR PROPOSALS</b>  <b>[Residential Municipal Solid Waste and Recyclables</b>  <b>Collection and Processing]</b>  <b>and</b>  <b>Respondent Acknowledgment</b></p>
Tammi Reinhart Purchasing Coordinator 610-655-6207 E-mail: purchasing@readingpa.gov	<p align="center"><b>RFP</b></p>
PROPOSAL DUE DATE: October 14, 2021 PROPOSAL DUE TIME: 3:00 pm (Eastern Standard Time)	
Respondent Firm Name: _____  Mailing Address: _____  City, State, Zip _____  Type of Entity: <i>(Circle one)</i> Corporation   Partnership   Proprietorship Joint Venture  <hr/> Incorporated in the State of _____  Telephone Number: _____  Fax Number _____  Email _____	Federal Employer ID Number or SS Number: _____  List Principals: _____ _____ _____  X _____ <p align="center"><b>Authorized Signature (Manual)</b></p> Typed or printed name: _____  Title _____  Date: _____

All services, programs, and activities of the City of Reading are offered and solicited without regard to race, color, national origin, age, sex, religion, disability, or family status.

***THIS FORMAL NOTICE MUST BE COMPLETED & INCLUDED WITH SUBMITTAL AS THE "TITLE PAGE"***

**CITY OF READING, PENNSYLVANIA  
REQUEST FOR PROPOSALS  
RESIDENTIAL MUNICIPAL SOLID WASTE AND RECYCLABLES COLLECTION  
AND PROCESSING**

**1. INTRODUCTION**

The City of Reading (hereafter “City”) is soliciting Proposals from qualified firms interested in providing Residential Municipal Solid Waste and Recyclables Collection and Processing.

The Agreement will commence on January 1, 2022. The initial term shall be for Five (5) years with the possibility of two (2) one (1) year renewals.

Before submitting a Proposal, each individual or firm should become familiar with all the terms contained this RFP, including those in the Technical Specifications, **Attachment 2** to this RFP, and the Sample Contract, **Attachment 3**, and be willing to execute the Agreement if awarded the Contract.

Residential Municipal Solid Waste and Recyclables Collection and Processing under this Contract shall include weekly curbside collection of municipal solid waste from residential units with six (6) or fewer units including one (1) bulky item, single-stream recyclables collected on the same day as municipal solid waste.

**Attachment 2** to this RFP contains the entire Technical Specifications, which will be attached to and incorporated into the Residential Municipal Solid Waste and Recyclables Collection and Processing Agreement.

**2. PURPOSE**

The City’s intent through the requirements of the RFP is to provide its citizens with the appropriate level of service, at the best Price and with the highest quality. The specifications contained within this RFP document are designed to establish Residential Municipal Solid Waste and Recyclables Collection and Processing services that provide for the following intended purposes:

- a) Establish and maintain a continuous and uniform level of services to assure protection of the health, safety, and welfare of the community.
- b) Maximize the recovery of recyclables, fiber, bottles, and cans and help the City to identify and implement programs to minimize contamination of recyclables.
- c) Continue to maximize the financial sufficiency of the City waste management program while fulfilling the purposes and intent of the Solid Waste Management Act and the Municipal Waste Planning, Recycling and Waste Reduction Act in reducing the amount of waste sent to landfills and increasing recycling and waste reduction.

The successful Proposer shall provide competitive pricing for the services requested and shall present its plan and approach to assure the efficient and continuous performance of the Work for the duration of the Contract. The plan and approach shall describe the measures and approach by

the Contractor that shall support the City in maximizing the efficiency and sustainability of its program. Proposer shall clarify in its plan any differences in its approach and performance of Work as it relates to the provision of City-wide collection.

The successful Proposer shall take such steps necessary to have available suitable means, labor and equipment required to collect Residential Solid Waste and Recyclables and any other substance and material removed from the City under the Agreement and in conformance with all applicable Federal and State of Pennsylvania statutes and State of Pennsylvania Rules and Regulations.

### 3. ANTICIPATED RFP TIMETABLE

ITEM	DATE
Release of Request for Proposals:	September 13, 2021
Pre-Proposal conference:	September 23, 2021
Deadline for Written Questions:	September 30, 2021
Proposal Due Date:	October 14, 2021
Staff Recommendation and Anticipated Award by City Council:	October 25, 2021
Contract Begins:	January 1, 2022

All dates are tentative. The City reserves the right to change scheduled dates.

### 4. PRE-PROPOSAL CONFERENCE

The City will host a mandatory pre-proposal conference on September 23, 2021 at 11 am Eastern Standard Time in the City Hall Third Floor Conference Room. Prospective Proposers must submit their intention to attend via email: [purchasing@readingpa.gov](mailto:purchasing@readingpa.gov).

### 5. PROPOSER'S CLARIFICATION

By submitting a Proposal, the Proposer certifies that they have thoroughly read the RFP and that the Proposer understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed. Further, the submission of a Proposal shall represent that the Proposer has carefully investigated all conditions that now or hereafter could affect their ability to perform as offered.

The submission of a Proposal shall be a representation that the Proposer is familiar with all relevant laws, ordinances, and regulations that may affect their ability to perform the required services.

### 6. SITE INSPECTIONS

Proposers shall not rely solely upon service unit data and background information provided herein in formulating and submitting a Price. The Contractor shall be required to provide service in alleys and narrow streets; therefore, the Contractor should be aware of the serviceable alleys and narrow streets in the City. By the submission of RFP documents, the Proposer warrants and agrees that the Proposer has inspected the sites where Work will be performed and upon the Proposer's own

judgment and expertise has determined the amount and nature of the Work to be performed as reflected in the Price.

The successful Proposer shall not be relieved of the obligation to execute the Contract or to fully perform all obligations under the Contract by reason of any error, miscalculation, or omission in the inspection of the sites for Work or the computation of the cost of the Work to be performed. Proposers shall inspect the City of Reading to determine the number of collection stops, alleys, grade, and other circumstances affecting the cost and the nature of the Work to be performed.

## **7. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS**

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager, or employee during the submission process, except for those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the RFP documents will be made to any bidder orally.

Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing before 10:00 am on September 30, 2021. Direct inquiries to:

Tammi Reinhart  
Purchasing Coordinator  
City Hall, Rm. 2-45  
815 Washington Street  
Reading, PA 19601  
[Tammi.Reinhart@readingpa.gov](mailto:Tammi.Reinhart@readingpa.gov)

Responses to questions and any changes to the RFP will be in the form of one or more addenda to the Contract Documents that will be posted on the City's website at <https://www.readingpa.gov/content/bid-opportunities> after the deadline for questions. Respondents will be required to acknowledge receipt of addenda, if any, on the Acknowledgement of Addenda Form included in this RFP.

Additionally, the City prohibits communications initiated by a Proposer to any City Official or employee evaluating or considering the Proposals prior to the time an award decision has been made.

Any communication between the Proposer and the City will be initiated by the appropriate City Official or employee to obtain information or clarification needed to develop a proper, accurate evaluation of the Proposal. Such communications initiated by a Proposer may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

## **8. SUBMITTAL OF PROPOSALS**

The original Proposal, five (5) copies, and an electronic copy shall be submitted in a sealed envelope that shall plainly indicate the respondent's company name - City of Reading Residential Municipal Solid Waste and Recyclables Collection and Processing RFP (2021), and the Proposal due date (**October 14, 2021**).

The envelope/package shall be delivered to the City Purchasing Coordinator, Room 2-45, City Hall, 815 Washington Street, Reading, PA, until 3:00 pm, prevailing time on October 14, 2021.

Proposals must be in a sealed envelope, as described above, mailed or hand-delivered to:

**Tammi Reinhart  
Purchasing Coordinator  
City of Reading  
815 Washington Street  
Room 2-45  
Reading, PA 19601**

All documents must be delivered to or received in the mail by the due date and time. Any document submitted or received after this date and time shall not be considered and will be returned to the sender unopened. The City takes no responsibility for late delivery service.

Firms that anticipate subcontracting portions of the engagement must state this fact in their Proposal and identify the subcontracting firm(s). Following the award of the Contract, no additional subcontracting will be allowed without the express, prior written consent of the City.

All conditions and requirements outlined in this RFP shall become conditions of the Contract negotiated with the selected firm(s) unless otherwise stated in that negotiated Contract. The Sample Collection Contract to be negotiated prior to an award is attached as **Attachment 3**.

Proposers shall bear all expenses associated with their Proposal preparation and presentation, and no claim for reimbursement for such costs shall be submitted to the City.

Proposers shall provide their last two (2) years' financial statements, signed by them, and a Certified Public Accountant, in a separate envelope marked as Proprietary Information.

## **9. INCLUDE THE FOLLOWING INFORMATION**

Proposals must be organized in the manner specified below, providing separate sections as delineated, to maintain comparability and facilitate the review process. Include all information requested herein in your Proposal.

### **Section 1 – Introduction and Required Forms.**

Failure to include the following may result in the submittal being determined “unresponsive” by the City's Purchasing Agent:



- A. Completed "Formal Notice": can be found on page 3 of this RFP shall be used as the Title Page for submittal.
- B. Required Forms (See Attachment 1):
  - 1. City of Reading Insurance Requirements
  - 2. Statement of Insurance Compliance
  - 3. Non-Collusion Affidavit of Proposer
  - 4. Conflict of Interest Statement
  - 5. Disputes Disclosure Form
  - 6. Non-Discrimination Statement
  - 7. WBE/MBE Contract Solicitation and Commitment Statement (CCD-286)
  - 8. Provider's Certification of Non-Indebtedness to The City of Reading
  - 9. Addendum Acknowledgement Form
- C. Proposal Bond for Residential Municipal Solid Waste and Recyclables Collection and Processing: Proposers shall submit a proposal bond Each Proposal shall be accompanied by bid surety in the amount of ten percent (10%) of the Proposal. A certified check or bid bond will be accepted with the requested Proposal. The bond shall be forfeited upon the failure of the Proposer to execute a contract with the City if the City provided notice of award to the Proposer.

**Section 2 – Required Documents.**

- A. Table of Contents: Include a clear identification of Proposal material by section and by page number.
- B. Transmittal Letter: Limit to two pages. Include a signed letter of transmittal briefly stating the Proposer's understanding of the Work to be done, the commitment to perform the Work within the dates of the agreement term, a statement of why the firm believes itself to be the best qualified to perform the engagement and a statement that the Proposal is a firm and irrevocable offer to provide the services as outlined in the RFP
- C. Professional Licenses and Certifications: Include copies of all professional licenses and/or certifications and proof of Active State of Pennsylvania Registration with the Division of Corporations.
- D. Minimum Eligibility: To be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria.
  - 1. Must be a licensed/permitted company within the State of Pennsylvania.
  - 2. The firm must have a minimum of five (5) years of experience in the requested area of practice.

**Section 3 – Experience and Qualifications.** (15-page maximum submittal)

- A. Organizational staff charts depicting the team for this project to include roles and responsibilities in relation to the Technical Specifications.
- B. Organizational Profile – submit detailed responses to the following:
1. Size of organization.
  2. Number of years in business, including operation under other firm names, providing services similar to those described herein.
  3. Number of years in business in the State of Pennsylvania.
  4. Resumes of individuals that will have a direct role in the performance and supervision of the Contract. Include identification of the points of contact, locations, and operational escalation path.
  5. Provide a list of all sub-consultants, if any, which may be used in the performance of this Contract. List services the sub-consultants will provide, the sub-consultants qualifications in providing such services, firm location, and frequency of use.
  6. A summary of the proposed approach for formal meetings to review operations performance and recycling and diversion performance using the monthly reports.
  7. The ratio of supervisor (not assigned to a route) to collection route dedicated to supporting the collection effort specified in the Technical Specifications.
  8. Description of your Implementation Plan and your Transition Plan for this Contract.
  9. A description of the technologies used to support the supervisory and operational functions, including Issue Management.

**Section 4 – WBE/MBE**

The City of Reading recognizes the value of diversity in contracting with private entities. While respondents to this RFP are not required to be a women-owned, minority-owned, or Section 3 business, the City encourages these businesses to submit a proposal directly. Business responding to this RFP that do not qualify under these conditions are encouraged to include qualifying businesses as subcontractors in their proposals.

- Minority owned business firm
- Woman owned business firm
- Labor surplus area business firm
- Section 3 business firm

Any proposal claiming such status, for either the proposer or its subcontractors, must submit documentary evidence of minority and women business enterprises who have been contacted and to whom commitments have been made. Documentation of such solicitations and commitments shall be submitted concurrently with the proposal.

**Section 5 – Service Approach / Management.** (20-page maximum submittal)

The City prefers not to receive corporate brochures and other marketing materials that are not specific to the service solutions being requested by the City in this RFP.

- A. **Vehicles and Service.** Describe the collection vehicle types to be used for each collection service including those that shall be used to provide collection services in narrow streets and alleys (e.g., manual, semi-automated, automated, etc.). Proposers shall explain their approach to expanding services to narrow streets and alleys, including assistance to the City in determining the serviceable and non-serviceable alleys.
- B. **Route efficiency.** The City welcomes innovative alternatives to the current routing schedule for residential collection to promote efficient collection. Proposers can design new collection routes to maximize collection efficiencies.
- C. **Contamination.** The City is aware that it has become increasingly critical to minimize contamination in its recyclables. Provide recommendations and best practices that the City could undertake and implement that would be likely to minimize contamination and allow the majority of the City’s recyclables to be acceptable for processing and recovery.
- D. **Safety.** Supply a description of the company safety program as it relates to company equipment and collection operations.
1. Describe the company Safety Policy, including safety meetings and training policies. (Do not submit a copy of your written safety policy.)
  2. Provide a copy of any OSHA violations that have occurred within the last five (5) years
  3. Provide a copy of DOT violations that have occurred within the previous five (5) years.
  4. Are there any other safety procedures that you would recommend related to providing services to the City? Include examples of special safety procedures you have recommended to other municipal and non-municipal entities.
- E. **Storm/Disaster/Pandemic Management Plan.** Describe how the company intends to support the City during storm events and other disasters, including pandemics, such as COVID-19.
- This plan should include steps to be taken pre-event, during the event and post-event to ensure the safety and health of the employees and residents and the protection of resources/assets. Also, describe how you will resume regular collection services as soon as possible after the event and during long-term events, and what outside resources are available for your use if needed. Include a brief description of any disaster management plans developed with/for other municipalities served. Specifically, briefly explain your response to COVID-19, and how you will safely meet the performance requirements for the duration of the contract term. Please explain how you will maintain adequate staffing levels in the context of a pandemic, such as COVID-19, which impacts staffing levels through illness or quarantine.
- F. **Continuous Improvement.** Describe your approach to supporting your customers’ goals to identify and implement improvements that might result in cost efficiencies, resource reductions, better leveraging of technologies, process improvements, sustainability, or other improvements. Also, include specific examples of continuous improvements implemented for other customers.

- G. **Reporting Capabilities.** Provide a summary that describes your approach to tracking, validating, and reporting each of the data points necessary to support both the requested reports and invoices outlined in the Technical Specifications (**Attachment 2**). Be sure to include the following in your submission:
1. A summary of the technologies and processes used to capture, validate, and report on the information necessary to support the specified Waste and Recycling reports
  2. Confirmation your company can or cannot provide the requested reports and the associated data as required by this RFP using currently deployed tools and technologies
  3. Actual screenshots of samples of the requested reports and invoices
- H. **Miscellaneous.** Provide any additional information or identify any other issues you wish to address and discuss why your firm is a fit for the City and why your firm should be selected.

**Section 5 – References.** (5-page maximum submittal)

Provide a minimum of five (5) recent references that are similar to this project and completed successfully or ongoing within the past five years, preferably municipal clients (not to include the City of Reading). Include the following for each project:

1. Client name and title
2. Contact Information, including address, telephone number, and email address
2. Brief description of project
3. Name and role of key personnel involved in the project
4. Project status

**Section 6 – Pricing.**

Proposers shall complete the Pricing Forms found in **Attachment 2, Exhibits A-1 and A-2** of this RFP as specified in the RFP Documents and Pricing Form instructions. Pricing shall be provided as a Unit Fee for Residential Trash and Recyclables collection as specified herein to include collection from alleys and narrow streets (**Attachment 2, Exhibit D**)

Proposers submitting pricing for Residential Trash and Recyclables collection services shall complete the Pricing Forms in their entirety.

Failure to complete the Pricing Forms as instructed may result in disqualification.

**10. EVALUATION PROCESS**

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals based on the information provided. The Committee will first review

each Proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

The Committee will evaluate each written Proposal and determine whether oral discussions with the individuals, firms, or organizations are necessary. Based on the content of the written Proposal and any oral presentations, the Committee will select the best qualified for the assignment and most advantageous to the City of Reading, Price, and all other factors considered.

The Proposer must ensure that employees and applicants for employment are not discriminated against due to race, color, religion, sex, national origin, disability, or familial status and the requirements of Section 3, Housing and Urban Development Act of 1968, as amended, are met.

All successful Proposers must meet the terms and conditions of:

- 24 CFR Part 85
- OMB Circular A-87
- Section 3 of the Intergovernmental Cooperation Act of 1968
- Section 109 of the Housing Act of 1974
- Title VI of the Civil Rights Act
- Executive Order 11246, Equal Employment Opportunity, if the Contract exceeds \$10,000
- The Fair Housing Act, as amended
- Any program regulations about Conflict of Interest
- Federal Access to Records
- Executive Order 11625 and section 504 of the Rehabilitation Act of 1973
- The American Disabilities Act of 1990

A selected group of proposers *may* be required to make an oral presentation to the Evaluation Committee. Such a presentation will provide an opportunity for the proposers to clarify the information provided in their Proposal. Oral presentations, if any, will be considered in conjunction with submitted data by the Committee. The Committee will present its recommendation to the City Council, which has the authority to make the final determination and award contracts.

Proposals will be evaluated on the following criteria:

- a. Completeness of response to the RFP
- b. Relevant experience of firm
- c. Service Approach
- d. WBE/MBE
- e. Stability/Experience of staff
- f. Price

## **11. DISPOSITION OF PROPOSALS**

All materials submitted in any Response to this RFP will become the public property of the City upon receipt.

## **12. CONTRACT NEGOTIATIONS**

After completion of the ranking, the City will attempt to negotiate an agreement with the top-ranked firm(s) or individual(s) determined to be in the best interests of the City. The Agreement will cover all aspects of the Technical Specifications, as described herein. If no agreement is reached with the top-ranked firm(s) or individual(s), the City will terminate negotiations and initiate negotiations with the next-ranked firm or individual, and so on, until Agreement(s) are reached. All successful proposers shall be required to execute an agreement, which among other things, provides that all required plans, reports, educational material, and route information that result from firm or individual's services shall become the property of the City.

The City reserves the right, before awarding the Contract, to require a firm or individual to submit such evidence of its qualifications as it may deem necessary. The City shall be the sole judge of the competency of the firm or individual. Upon the successful negotiations of an agreement, a formal contract will be prepared and executed by both parties.

## **13. AWARD OF CONTRACT**

Proposers to whom contracts are awarded shall be required to enter into a written agreement with the City in a form approved by legal counsel for the City. This RFP, and any part thereof, may be incorporated into and made a part of the final Contract.

## **14. EXECUTION OF CONTRACT**

The successful Proposer shall, within ten (10) calendar days after the mailing of the contract documents by the City to the Principal, enter into the Contract with the City.

The Contract, when executed, shall be deemed to include the entire Agreement between the parties; the Proposer shall not base any claim for modification of the Contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered to be part of this document.

## **15. CONTRACT TERM**

The Agreement will commence on January 1, 2022. The initial term shall be for five (5) years with the option of two (2) one (1) year renewals.

## **16. CONTRACT TERMINATION**

The City shall have the right to terminate a contract or a part thereof before the Work is completed in the event:

- A. Previous unknown circumstances arise, making it desirable in the public interest to void the Contract.

- B. The Proposer is not adequately complying with the specifications.
- C. The Proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- D. The Proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the Work
- E. The Proposer refuses to proceed with Work when and as directed by the City.
- F. The Proposer abandons the Work.

**17. LEGAL REQUIREMENTS**

All Federal, State, County, and Local Laws, Ordinances, Rules, and Regulations that in any manner affect this RFP herein apply. Lack of knowledge by the submitting firms will in no way be cause for relief from responsibility.

**18. CONFLICT OF INTEREST**

The award of any contract hereunder is subject to the provisions of the Public Official and Employee Ethics Act, Pennsylvania Statutes. Proposers must disclose with their RFP the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches or affiliate companies.

**19. ALL PROPOSALS BINDING**

Every sealed Response ("Proposal"), received by the City, shall be and remain binding upon the Proposer. It may not be withdrawn or revoked by the Proposer until after the award of a contract by the City.

**20. INSURANCE**

At the time of execution of the Contract, the successful Proposer shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees, from any litigation involving Worker's Compensation, Public Liability, and Property Damage, involved in the Work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this Contract by the City unless such certificates are submitted to and approved by the City beforehand.

**21. WORKERS' COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be 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 Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer 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 laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Reading as additionally insured. Certificates of such insurance shall be filed with the City. The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Automobile Liability – combined single limit per accident, minimum amount of \$1,000,000.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Workers' Compensation Insurance – as required by Pennsylvania law.

Pollution/Environmental Liability Insurance – Proposer shall provide evidence of Pollution/Environmental Liability Insurance (covering losses caused by Pollution Conditions that arise from the operations described under the scope of the services of the contract), or its equivalent, with a minimum of \$1,000,000 each claim and a \$1,000,000 aggregate. Coverage shall apply to slow & gradual and sudden & non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Bodily Injury shall include, but not be limited to, physical injury to any person, sickness, disease, mental anguish or shock sustained by any person, including death. Property Damage shall include, but not be



limited to, physical injury to or destruction of tangible property including the resulting loss of use thereof; cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed. Coverage shall also include Defense Costs, including charges and expenses incurred in the investigation, adjustment or defense of claim for such compensatory damages.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: City of Reading, 815 Washington Street, Reading, PA 19601. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Subcontractors performing work under this contract must furnish to the City copies of Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

## **22. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Proposer agrees as follows: The Proposer will not discriminate against any employees or applicants for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include, but 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. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment. These notices may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts. The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

## **23. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED**

No person who, at the time, is serving a sentence in a penal or correctional institution shall be employed on the Work covered by this Contract.

**24. ALTERATIONS OR MODIFICATIONS**

This Contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the Work performed under this Contract shall be made only by a written Agreement between the Proposer and the City's authorized representatives. The written Agreement shall be made prior to the commencement of the altered or modified Work. No claims for extra Work or materials shall be allowed unless covered by the written Agreement.

**25. RIGHT TO AUDIT RECORDS**

The City shall be entitled to audit a Proposer's or Sub-proposer's books and records, to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Proposer for a period of three (3) years from the date of final payment under the prime Contract and by the sub-proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

**26. DISSEMINATION OF INFORMATION**

During the term of the resulting Contract, the successful Proposer may not release any information related to the services or performance of services under the Contract, nor publish any report or documents relating to the City, the account or performance of services under the Agreement without the prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication, and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account, or the Contract by the Proposer or its agents or employees.

**27. BUSINESS PRIVILEGE TAX**

The City of Reading imposes a Business Privilege License at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the service rate of two and one-fourth (2-1/4) mills upon the gross receipts attributable to business conducted within the City of Reading.

**28. PERMITS/LICENSES**

The Proposer shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the Work required under the terms of this Contract. The Proposer shall give all required formal notices in conjunction with the lawful prosecution of the performance of this Contract.

**29. OBSERVANCE OF LAWS, ORDINANCES, AND REGULATIONS**

At all times during the term of this Contract, the Proposer shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the Work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules, and regulations as they relate to hiring, wages, and any other applicable conditions of employment

### **30. WITHDRAWAL OF PROPOSALS**

Proposers will be permitted to withdraw any proposals after the City's Purchasing Coordinator has received them at his/her office, provided said request is in writing and properly signed or by email and is received at least two (2) hours prior to the time and date set for the opening. Requests by email must be confirmed in writing, properly signed, and must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Reading.

### **31. RESERVATION OF RIGHTS BY THE CITY**

The City reserves and holds at its discretion the following rights:

- A. Issue addenda to this RFP, including extending or revising the timeline for submittals;
- B. Withdraw this RFP;
- C. Request clarification/additional information from the Proposer at any point in the procurement process;
- D. Execute a Contract on the sole basis of the original Proposal, or any additions to Proposal submissions;
- E. Reject any or all Proposals and accept or reject all or any part of any Proposal, waive irregularities in any Proposal, waive any requirements of this RFP, as may be deemed to be in the best interest of the City; and
- F. Re-issue the RFP or modify the RFP at any time, for any reason.

Notwithstanding other provisions of this RFP, the City reserves the right to award this Contract to the firm that best meets the requirements of the City. It is the intent of the City to award the Contract for Residential Trash and Recycling to one Contractor. The City shall include the combination of the proposed Unit Fee cost in its evaluation for Contractor selection and award. Further, the City reserves the right to reject any or all submittals prior to the execution of the Contract, with no penalty to the City, and to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City. The City further reserves the right to seek new Proposals when such a procedure is reasonably in the best interest of the City to do so.

The selected firm(s) will be required to provide all of the services described in this RFP, in the attached "Technical Specifications" and "Pricing Form" (collectively referred to as "documents"). Should any conflict arise over the terms, conditions, or interpretation of any part of any of the Documents, the City shall solely and conclusively decide the one, true and correct term, condition, or interpretation.

